

Florida Real Estate Lease Agreements

A Collection of Forms for Lawyers

James W. Martin

FLORIDA REAL ESTATE LEASE AGREEMENTS

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PREFACE

This book assists lawyers in drafting lease agreements for Florida real estate by the use of example forms. The lawyer should consult Florida Statutes and case law in every case before using any form.

Also, no form should be used and no procedure should be followed unless the lawyer understands it and decides that it applies to his or her law practice and to the facts in the particular case. Each lawyer's practice differs in some respects, and all transactions differ, so the lawyer should plan to make changes to these forms accordingly.

Tax matters are outside the scope of this book. Real estate leases may have federal, state and local tax aspects. For example, issues concerning income, ad valorem property, sales, and other taxes may arise in leases of real estate. The lawyer may want to advise the client to seek tax advice from a tax attorney, tax accountant, or other tax professional.

This book includes an updated portion of the author's book *Florida Legal Forms — Real Estate Transactions*, which was published by West Publishing Co. from 1990 to 1995 and the copyright to which was assigned to the author by the Copyright Reversion and Release Agreement that was recorded in the U.S. Copyright Office on July 9, 2019, in Volume 9973 as Doc. No. 423.

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DEDICATION

The author dedicates this book to his wife Cathy Martin, Assistant Dean for Career and Professional Development at Stetson University College of Law, for her encouragement and motivation in writing this book.

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CHAPTER 1. GENERAL INFORMATION

1.1 Lease Defined.

A lease is a contract by which one party, called the landlord or lessor, while reserving a reversion to himself, leases real estate to the other party, called the tenant or lessee, that confers upon the tenant the right to the exclusive possession of real estate for a limited time, and receives a consideration, generally in the form of rent. Until possession is taken, the tenant has only a right of entry, but upon entry the tenant has an estate in the land known as a leasehold, and the relation of landlord and tenant is established.

1.2 Writing.

Florida Statutes § 725.01 and § 689.01 require that Florida real estate leases having a term of more than one year be in writing and signed by the parties.

1.3 No Witnesses.

Prior to July 1, 2020, Florida Statutes § 689.01 required Florida real estate leases having a term of more than one year to be signed in the presence of two subscribing witnesses, but the statute was amended in 2020 to delete the witness requirement.

1.4 No Seal.

Florida Statutes § 689.01 states that no seal is necessary for such leases.

1.5 Notary Public Law.

A Florida real property lease agreement must be notarized in order for it to be recorded. Florida Statutes Chapter 117 sets forth the Florida notary public law, including provisions for appointment of notaries, the manner of acting as a notary, online notarizations, and forms for use by notaries. Other forms are contained in Florida Statutes § 695.25.

1.6 Executing Documents To Be Recorded.

Most leases are not recorded, but some are recorded, in which case they need to comply with Florida Statutes § 695.26, which states that instruments that convey, assign, encumber or

otherwise dispose of the title to or any interest in real property must contain the following information in order to be recorded:

(a) The name of each person who executed such instrument is legibly printed, typewritten, or stamped upon such instrument immediately beneath the signature of such person and the post-office address of each such person is legibly printed, typewritten, or stamped upon such instrument;

(b) The name and post-office address of the natural person who prepared the instrument or under whose supervision it was prepared are legibly printed, typewritten, or stamped upon such instrument;

(c) The name of each witness to the instrument is legibly printed, typewritten, or stamped upon such instrument immediately beneath the signature of such witness;

(d) The name of any notary public or other officer authorized to take acknowledgments or proofs whose signature appears upon the instrument is legibly printed, typewritten, or stamped upon such instrument immediately beneath the signature of such notary public or other officer authorized to take acknowledgment or proofs;

(e) A 3-inch by 3-inch space at the top right-hand corner on the first page and a 1-inch by 3-inch space at the top right-hand corner on each subsequent page are reserved for use by the clerk of the court; and

(f) In any instrument other than a mortgage conveying or purporting to convey any interest in real property, the name and post-office address of each grantee in such instrument are legibly printed, typewritten, or stamped upon such instrument.

This law does not apply to an instrument executed before July 1, 1991, or a decree, order, judgment, or writ of any court, or an instrument executed, acknowledged, or proved outside of Florida, or a will, or a plat, or an instrument prepared or executed by any public officer other than a notary public.

There is a potential trap in that the clerk may reject a document presented for recording if the document does not comply with this law, unless the document fits within one of the exemptions. The clerk's rejection of a document for recording could alter the order of recording documents, which could cause unintended results.

1.7 Signature Lines Per F.S. § 695.26 and F.S. § 117.05(16).

IN WITNESS WHEREOF, the parties have signed this document on this _____ day of _____, 20____.

Witnesses:
sign _____
print _____
sign _____
print _____

Party A:
sign _____
print _____
address _____

Witnesses:
sign _____
print _____
sign _____
print _____

Party B:
sign _____
print _____
address _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) ___
physical presence or ___ online notarization, this ___ day of _____, 20___, by
_____.

Notary Public-State of Florida: sign _____
print _____

Personally Known _____; OR Produced Identification _____
Type of Identification Produced: _____
Affix Seal Below:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) ___
physical presence or ___ online notarization, this ___ day of _____, 20___, by
_____.

Notary Public-State of Florida: sign _____
print _____

Personally Known _____; OR Produced Identification _____
Type of Identification Produced: _____
Affix Seal Below:

1.8 Forms of Notarial Certificates.

A. Oath or Affirmation — Per F.S. § 117.05

STATE OF FLORIDA
COUNTY OF _____

purchase of any building or execution of a rental agreement for any building. The notification must contain the following language:

“RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

1.11 Essential Parts of Lease.

A lease conveys an interest in real property. Because of this its contents have traditionally been somewhat formal and expressed in language that is technical in nature. The essential parts are: (1) the premises, including the date, names of the lessor and lessee, the demise or lease, and the description of the leased property; (2) the duration of the lease, known as the habendum; (3) the rental, known as the reddendum; and (4) the covenants, including the covenant of the lessee to pay rent, the covenant of the lessee to maintain and care for the property, and the covenant of the lessor for quiet enjoyment.

1.12 Contents Generally.

Demise. To avoid any difficulties as to whether a lease was intended to be created, the instrument should contain apt words of demise, such as party A leases to party B that certain real property described as such and such.

Description of Parties. The parties to the lease should be described in such a manner that their identity may be ascertained and established. Toward this end, the addresses of the parties should be included.

Description of Premises. The lease should contain a reasonably certain description of the property intended to be leased.

Term of Lease. The term of the lease, as well as the date of commencement of the term, should be specified. It is also good practice to set forth the date on which the lease ends.

Rent. The lease should set forth the particulars as to the rent for the premises. These should include, at a minimum, the amount of rent, time for payment, and place for payment.

1.13 Checklist for Drafting Leases.

1. The full names of all of the lessors and lessees and the correct spelling of the names.
2. A description of the premises to be leased.

3. The amount of the rent, including the dates on which the rent is due and payable and the place to which payment is to be directed.
4. The use which the lessee intends to make of the premises leased.
5. Whether or not alterations or repairs are to be made prior to the lessee's occupancy, by the lessor or by the lessee.
6. Whether or not the lessee is to reserve the right to remove fixtures at the expiration of the tenancy without liability to the lessor.
7. What portion of the premises is to remain in the control of the lessor, if any.
8. Whether or not the lessee is to bear the expense of gas, electricity, water, heat, elevator service or other utilities.
9. Determine who is to pay the charges for insurance and municipal assessments.
10. The effect of loss or destruction of the premises by fire or other casualty on the lease.
11. Whether or not the lessor is to furnish hot water, janitor service, etc.
12. Whether or not the lessee is to reserve the right to sublet the premises and under what terms and conditions.
13. Whether or not the lessee may have the privilege of assigning the lease.
14. Whether or not the lease is to contain an option to renew the lease or to purchase the premises.
15. Determination as to what acts or conditions are to operate as a termination of the lease, such as:
 - a. Failure on the part of the tenant to pay the rent in accordance with the covenant contained in the instrument.
 - b. Insolvency on the part of the tenant.
 - c. Failure to make repairs as stipulated in the lease.
 - d. Failure on the part of the landlord to furnish services that are required under the lease.

- e. Failure on the part of the tenant to use the premises in a lawful manner.
- f. Failure on the part of the tenant to obtain licenses required to carry on business in the premises.
- g. Acts on the part of the tenant which may be interpreted as waste.
- h. Mortgaging of the premises by the lessor.
- i. Sale of the premises by the lessor.
- j. Failure on the part of the lessee to comply with special covenants in the lease.

16. Entry into the demised premises by the lessor for any of the following purposes:

- a. To inspect (at reasonable times).
- b. To place, maintain and exhibit appropriate "for sale" or "for rent" signs on the premises.
- c. To make repairs or alterations as the case may be.

17. In the situation where the lessee is to occupy the building with other tenants, the following matters should be considered:

- a. Whether or not a special covenant should be inserted in the lease mutually excluding tenants who are maintaining competing business operations.
- b. What care will be required as to those portions of the premises which will be used in common with other tenants.
- c. Whether or not security is to be posted to guarantee performance of the covenants contained in the lease.

18. The condition in which the premises are to be left by the lessee at the conclusion of its occupancy.

1.14 Florida Statutes Chapter 83.

Much of Florida law concerning leases of real property is set forth in Florida Statutes Chapter 83, which is organized in three parts:

Part I Nonresidential Tenancies

1.15 Deposit or Advance Rent in Residential Lease.

Florida Statutes § 83.49 sets forth requirements that apply whenever money is deposited or advanced by a residential tenant as security for performance or as advance rent other than the next immediate rental period. In certain cases, one such requirement is inclusion of the following disclosure in a lease agreement or written notice:

“YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD’S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD’S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD’S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.”

1.16 Liquidated Damages or Early Termination Fee in Residential Lease.

Florida Statutes § 83.595 allows the landlord to charge liquidated damages or an early termination fee in a residential lease, but a separate addendum to the lease agreement must be signed by the tenant. The addendum must be in substantially the following form:

“_____ I agree, as provided in the rental agreement, to pay \$ (an amount that does not exceed 2 months’ rent) as liquidated damages or an early termination fee if I elect to terminate the rental

agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

_____ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.”

CHAPTER 2. RESIDENTIAL LEASES

2.1 Rental Application.

Date:

Applicant's Full Name:

Phone:

Email Address:

Present Address:

Landlord's Name & Phone:

How long have you lived there?

Previous Address:

Landlord's Name & Phone:

How long did you live there?

Employer Name:

Address:

Phone:

How long have you worked there?

Emergency Contact Name:

Address:

Phone:

Email:

Children Names and Ages:

Motor Vehicle Year, Make, Model, Color, and Tag:

Pets Type, Breed, Age, Name:

Have you ever been evicted? _____ yes; _____ no

Have you ever been convicted of a crime? _____ yes; _____ no

Applicant's Signature:

2.2 Residential Lease — Basic Form.

DATE: _____

LANDLORDS: _____

LANDLORDS' ADDRESS: _____

TENANT: _____

TENANT'S EMAIL ADDRESS: _____

PREMISES:

Street Address: _____

City, County: _____, _____ County, Florida _____

In consideration of their mutual promises made in this Lease, the Landlords and Tenant hereby agree as follows:

1. **Demise.** Landlords lease to Tenant, and Tenant leases from Landlords, the above-described premises. The premises include the appliances and furnishings, if any, listed on the attached inventory.

2. **Term.** The initial term of this lease is from the _____ day of _____, 20____, through the _____ day of _____, 20____. Upon expiration of that initial term, this lease will automatically renew and continue thereafter from calendar month to calendar month until either Landlord or Tenant gives written notice of termination to the other. Such written notice must be given at least fifteen (15) days before the end of the calendar month. In addition, Landlords may cancel this lease at any time by notice to Tenant if any information given by Tenant on the Rental Application is false or misleading.

3. **Rent.** The Tenant shall pay Landlords as rent the sum of \$_____ each month, plus sales tax, if applicable. Rent for the first month is due upon signing this lease, and rent for each month thereafter is due in advance on the first day of each month. Tenant shall pay Landlords a late charge of \$10.00 if rent is not paid on the first.

4. **Deposits.** Tenant shall pay to Landlords upon execution of this lease a damage security deposit of \$_____ and a last month's rent deposit of \$_____. Landlords shall keep the deposits in a separate account. Any interest earned on the deposits shall be added to the deposits. If Tenant surrenders the premises before the lease expires, then Tenant shall forfeit both the damage security deposit and the last month's rent deposit. If Tenant is liable for damage to the premises, equipment or furnishings in an amount greater than the damage security deposit, then Landlords may also apply the last month's rent deposit to cover the excess. Tenant shall still be personally liable for any damage not covered by the two deposits. If there is no damage to the premises, equipment or furnishings for which Tenant is responsible, then the last month's rent deposit shall be applied toward the rent due the last month; otherwise, it shall be held with the damage security deposit. Landlords may apply the damage security deposit to any damage claims against Tenant. Landlords shall refund to Tenant the damage security deposit, or unused portion of it, if any, within fifteen days after the Tenant surrenders possession of the premises to Landlords at the expiration of this Lease.

5. **Utilities.** Landlords shall pay for municipal water, sewer and garbage service. Tenant shall pay for all other utilities, including but not limited to electricity, cable television, internet, and telephone. If Tenant fails to pay any utility bill when due, Landlords may pay it (but they are not required to pay it) and recover it from Tenant or from Tenant's damage security deposit or last month's rent deposit. Tenant shall immediately re-deposit with Landlords any amount recovered by Landlords from those deposits.

6. **Alterations.** Tenant shall not alter, repair, modify or improve any part of the premises without the prior written consent of Landlords.

7. **Condition of Premises.** Tenant accepts the premises at the beginning of the lease term and acknowledges that it is in good condition and repair, and Tenant agrees to keep it clean and to maintain it in such good condition and repair, and Tenant agrees to surrender the premises, appliances and furnishings to the Landlords at the end of the lease term in the same condition, allowing for reasonable use and wear. Tenant shall not damage any part of the premises, equipment or furnishings, nor allow anyone else to do so, and Tenant agrees to pay Landlords if any damage does occur. Tenant shall at all times take precautions to protect the premises, appliances and furnishings from damage, including damage by rain, wind and other elements. Tenant shall not affix picture hangers or other hanging devices on any wall without Landlords' written consent.

8. **Repairs.** Landlords shall keep the premises and appliances in repair, except for damage for which Tenant is responsible. Tenant shall immediately inform Landlords of any problem, defect or damage in the premises, equipment or furnishings.

9. **Use.** Unless Landlords agree in writing otherwise, only the Tenant may reside in the premises. Tenant shall not use the premises for any unlawful purpose nor for any purpose other than a dwelling. Tenant shall not use the premises in any way that would be hazardous or increase Landlords' insurance premiums on the building. Tenant shall not allow any nuisance to exist in the premises. Tenant shall respect the rights of others who reside in the neighborhood. Tenant shall follow, respect and obey all rules and regulations that Landlords may adopt with respect to the premises.

10. **Parking and Grounds.** Tenant shall cooperate with Landlords with regard to parking so that no one is caused unnecessary inconvenience. Landlords may allow Tenant to park one car on the grounds, but may withdraw their consent at any time in which case Tenant may not park on the grounds. No right to parking is granted by this lease. Tenant shall not store any boat or other personal property on the grounds.

11. **Casualty; Eminent Domain.** If the premises become untenable due to fire or other casualty, then at either party's option, this lease may be terminated. Landlords carry no insurance for the benefit of Tenant. Tenant is encouraged to obtain insurance against property damage and liability for Tenant's own protection as well as any other insurance that Tenant's own insurance agent advises. If the premises are taken in whole or in part by eminent domain, then this lease shall terminate.

12. **No Assignment.** Tenant may not sublease, license, or assign this lease or any part of it.

13. **Remedies.** If Tenant defaults on this lease by failing to pay rent when due or by breaching any other provision of this Lease, then Landlords shall have each of the following remedies in addition to any other remedies provided under this Lease or by law:

(a) Landlords may re-enter the premises after notifying, or attempting to notify Tenant, and may remove Tenant's property and have it stored in a public warehouse or elsewhere at Tenant's expense.

(b) Landlords may terminate this Lease upon at least three days' written notice of such termination to Tenant.

(c) Landlords may relet the premises for any term without terminating the lease, in order to attempt to keep their losses caused by Tenant's default to a minimum.

If Landlords waive any breach or default by Tenant, Landlords shall not be estopped to enforce any subsequent or other breach or default.

14. **Abandonment.** Tenant shall occupy the premises. Tenant breaches this lease if it abandons the premises. Landlords may conclusively presume the premises abandoned if Tenant fails to either occupy the premises or communicate with Landlords for a continuous period of ten days.

15. **Entry.** In addition to other rights allowed by law, Landlords and their agents shall have the right to enter the premises at reasonable times to inspect and repair the premises, equipment and furnishings. Landlords shall attempt to inform Tenant prior to entry. Landlords shall have a key to the premises. Tenant may not change the locks without Landlord's prior written consent.

16. **Notice.** Any notice to Tenant shall be considered delivered if (a) sent by U.S. mail to the premises address, or (b) personally delivered to Tenant, or (c) posted on the premises door, or (d) sent by email to Tenant at the email address specified above. Any notice to Landlord shall be personally delivered to Landlords or sent by U.S. Mail, Certified, Return Receipt Requested to Landlords at their address specified above.

17. **Key.** Landlords have given Tenant one key to the premises. Tenant agrees not to duplicate the key. Tenant agrees to notify Landlord if Tenant loses the key. Tenant shall return the key to Landlords on the last day of the lease term. If Tenant loses the key or if Tenant fails to return the key to Landlords, then Landlords may have the premises' lock changed and charge the expense to Tenant's deposits.

18. **Miscellaneous.** Time is of the essence of this agreement. This agreement is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties, supersedes all prior discussions, and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in several counterparts, all of which together shall constitute one agreement even

though all parties have not signed the same counterpart. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The prevailing party in any litigation or arbitration relating to this agreement shall be entitled to recover its reasonable attorneys fees from the other party for all matters, including but not limited to appeals. _____ County, Florida, shall be proper venue for any litigation involving this agreement.

19. Statutory Notice. Per Florida Statutes § 83.49:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

20. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have signed this lease on the day and year first above written.

LANDLORDS:

TENANT:

2.3 Residential Lease — Another Form — With Guaranty.

Parties

This Lease, made the _____ day of _____, 20____, between _____, hereinafter referred to as "Landlord", and _____ and _____, hereinafter jointly and severally referred to as "Tenant".

Premises, Term, Rent

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, all that certain lot of land with the dwelling thereon known and described as _____ and located at _____, _____ County, Florida, to be used and occupied solely as a private dwelling for one family only, by the Tenant and the family of the Tenant consisting of _____ persons, and not otherwise, for a term to commence on the _____ day of _____, 20____, and to end on the _____ day of _____, 20____, unless sooner terminated as hereinafter provided, at the annual rent of \$_____, due and payable in advance in equal monthly installments on the first day of each and every month during the term.

THE TENANT COVENANTS:

Payment of Rent

First. The Tenant shall pay the specified rent and any "additional rent" at the times and in the manner herein provided, to the Landlord at _____, Florida, or at such other place as the Landlord may designate from time to time hereafter.

Repairs, Ordinances, Moving Injury, Surrender, Indemnify Landlord

Second. Throughout said term, the Tenant will take good care of the demised premises and appurtenances, and suffer no waste or injury; make, as and when needed, all interior and exterior repairs in and about the demised premises and the fixtures and appurtenances, which repairs shall be in quality and class, equal to the original work; comply with all laws, ordinances and governmental regulations, applicable to the demised premises; throughout said term and forever afterward, indemnify and save harmless the Landlord from and against any and all liability, arising from injury during said term to person or property, occasioned wholly or in part by any

act or omission of the Tenant, or of the guests, servants, assigns, under-tenants or sub-tenants of the Tenant; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property so as to restore the demised premises to their original state; and, at the end of the term, to quit and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear and damage by the elements excepted. If said premises be not surrendered at the end of the term, the Tenant will make good to the Landlord all of the damage which the Landlord shall suffer by reason thereof, and will indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the premises to said succeeding tenant, so far as such delay is occasioned by failure of the Tenant to so surrender the premises.

Negative Covenants

Third. The Tenant will not drive nails in, drill into, disfigure or deface any part of the building or suffer the same to be done; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon said building; will not permit the accumulation of waste or refuse matter, and will not without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage, pledge, encumber or transfer this lease, underlet or sublet the demised premises or any part thereof, make any alteration in the demised premises, expose any sign or advertisement thereon, or use the demised premises or any part thereof or suffer the same to be used, for any purpose other than as a private dwelling apartment, nor by anybody other than the Tenant and the above designated members of the Tenant's family.

It is hereby expressly understood and agreed that the character of the occupancy of the demised premises, as above expressed, is an especial consideration and inducement for the granting of this lease by the Landlord to the Tenant, and in the event of a violation by the Tenant of the restrictions against sale, assignment, mortgaging, pledging, encumbering or transferring this lease or underletting or subletting the demised premises or any part thereof, or if the Tenant shall cease to occupy the premises or shall permit the same to be occupied by parties other than as aforesaid or allow the use of the same for any purpose not herein permitted, or violate any other restriction, condition or requirement of this lease, then this lease may, at the option of the Landlord, or the agents or assigns of the Landlord, be terminated in the manner provided in the first paragraph of Section "Sixth" hereof.

Water Charges, etc.

Fourth. Throughout said term, the Tenant will pay for all water consumed on the demised premises and will pay each and every rent or charge assessed or imposed according to law against the demised premises for water consumed thereon, and will make such payments promptly as the same become due; and, if the Tenant fails to make any such payment, the Landlord may make the same and the amount so paid shall be "additional rent" due and payable by the Tenant to the Landlord on the first day of the month following such payment, or, at the option of the Landlord, on the first day of any succeeding month. The Tenant will keep the water

meter on the demised premises in repair. The Tenant will pay for any and all oil, electric current or gas consumed on the demised premises.

THE LANDLORD COVENANTS:

Quiet Possession

If and so long as the Tenant pays the rent reserved hereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages and provided for, and to any foreclosure of any such mortgages.

IT IS MUTUALLY COVENANTED AND AGREED:

Fire, etc., Clause

Fifth. If, through no fault or negligence of the Tenant, the said demised premises shall be partially damaged by fire or other casualty, repairs shall be made by the Landlord as speedily as conveniently possible; and in case the damage shall be so extensive as to render the demised premises wholly untenable, the rent shall cease until such time as said premises shall have been put in repair; but in the event of the substantially total destruction of the demised premises by fire or otherwise, or in case the damage to the demised premises shall be so extensive that they cannot, in the opinion of the Landlord, be repaired within thirty days, or if the Landlord shall decide to remodel or reconstruct the building, then the rent shall be paid only up to the time of such destruction or damage and any rent paid for a period subsequent to that time shall be refunded by the Landlord, and all interest of the Tenant in the demised premises shall thereupon terminate, and this lease shall become void from such time, excepting that the Tenant shall be and continue liable for any such destruction or damage caused by the carelessness, negligence or improper conduct of the Tenant, his family, agents, servants, guests or visitors. In determining reasonable time for the making of repairs, allowance shall be made for all time lost in connection with the adjustment of the fire insurance loss.

Defaults, Five-Day Notice

Sixth. If the Tenant shall default in fulfilling any of the covenants or conditions of this lease, other than the covenant for the payment of rent, or if the Tenant becomes insolvent or be adjudicated a bankrupt or applies for or takes the benefit of any bankruptcy or insolvent act or any act or statutory provisions for the relief of debtors, now or hereafter enacted or makes a general assignment for the benefit of creditors or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Landlord, or the assigns of the Landlord, or the agent for the time being of the Landlord or of said assigns in respect to said demised premises, shall deem objectionable or improper any conduct on the part of the Tenant or

occupants, the Landlord may give to the Tenant five days' notice of intention to end the term of this lease, and thereupon at the expiration of said five days, the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

Rights Upon Defaults, Re-entry, Reletting, Waiver by Tenant

If the Tenant shall default in the payment of the rent reserved hereunder, or any part thereof, or if the notice last above provided for shall have been given and said five days' period shall have elapsed, or if the demised premises become vacant or deserted, the Landlord, by its agents and servants, may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, and the Tenant, whether or not the premises be re-let as hereinafter provided, shall remain liable to the Landlord for damages equivalent in amount to all of the rent reserved hereunder to the time when this lease would have expired but for such termination and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, and also in case of any such re-entry the Tenant shall pay to the Landlord on demand, as additional damages, all legal and other expenses incurred in removing the Tenant, the commissions for re-letting the demised premises and collecting rent, the cost of redecorating, refinishing and repairing the demised premises and such other expenses as the Landlord may incur in connection therewith. Upon any such re-entry, the Landlord, at its option, may re-let the demised premises or any part or parts thereof, for the remainder of the demised term or any part or parts thereof, or for a period extending beyond the date for the expiration of this lease and receive the rents therefor; and the rents collected for the balance of the agreed term of the Tenant on any such re-letting may be applied to pay any of the aforesaid items of "additional damages" remaining unpaid and to the fulfillment and performance of the other covenants of the Tenant hereunder, and the net avails thereof shall be applied by the Landlord on account of any rent unpaid by the Tenant for the remainder of the demised term; but the Tenant, however, shall pay to the Landlord upon each of such rent days the amount of any and all deficiencies then existing. The Tenant hereby waives all rights of redemption now or hereafter existing under Chapter 83, Florida Statutes, or any other present or future law, in case the Tenant shall be dispossessed by judgment of any court or judge. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. Tenant agrees that the covenants of the Tenant in this lease contained on the part of the Tenant to be performed, shall be deemed conditional limitations as well as covenants and conditions.

Remedies Cumulative, Other Remedies, Additional Rent

In the event of a breach or threatened breach by the Tenant of any of the terms, covenants or conditions of this lease, the Landlord shall have the right of injunction, and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. If the Tenant shall default in the performance of any covenant

herein contained, the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of construction lien be filed against the demised premises, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Tenant at the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within fifteen days after the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim.

In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord, as in this section of this lease provided, and any amount other than rent as to which the Tenant shall at any time be in default for or in respect to any provision of this lease, and at any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision hereof, or in defending any such action, shall be deemed to be "additional rent" for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month. The receipt by the Landlord of any installment of the regular stipulated rent hereunder or any of said "additional rent", shall not be a waiver of any other "additional rent" then due. For the non-payment of any "additional rent" the Landlord shall have the same rights and remedies that the Landlord has for any of the regular first above specified rent.

All Rent Due

Seventh. Anything herein to the contrary notwithstanding, the premises herein mentioned are demised for the whole term with the whole amount of rent herein reserved due and payable at the time of the making of this lease, and the payment of rent in installments as above provided is for the convenience of Tenant only and upon default by Tenant in the making of any installment payment of rent, then the whole of the rent reserved for the whole of the period then remaining unpaid shall, at Landlord's option, at once become due and payable without any notice or demand.

Collection of Rent From Others

Eighth. No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check nor any letter accompanying such payment of rent be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's rights to collect the balance of such rent. If this lease be assigned, or if the demised premises or any part thereof be underlet, sublet or occupied by anybody other than the Tenant, the Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment, underletting and subletting, or as an acceptance of the assignee, subtenant, or

occupant as tenant, and in every such case the Tenant shall perform and continue to perform all of the covenants of this lease on the part of the Tenant to be performed.

As to Waivers, Keys

Ninth. The failure of the Landlord to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant or condition hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof, no further assignment shall be made without express consent in writing by the Landlord. The delivery of keys of the demised premises to any officer or employee of the Landlord or to the Landlord's agent shall not operate as a termination of this lease or as a surrender of the demised premises, unless expressed in writing and signed by Landlord.

Mortgage Subordination

Tenth. This lease shall be subject and subordinate at all times to the lien of any and all mortgages or extensions or renewals thereof now or at any time hereafter placed upon the demised premises or the lands of which the demised premises are a part, and to all advances made or hereafter to be made on the security thereof, irrespective of the date of recording, and the Tenant agrees to execute and deliver on demand by Landlord such further instrument or instruments evidencing such subordination of this lease to the lien of any such mortgage or mortgages or extension or renewal thereof or advances made or to be made on the security thereof, as may be necessary or requested by Landlord, and a refusal to execute such instrument or instruments shall entitle the Landlord, at its option to cancel this lease in the manner provided in the first paragraph of section "Sixth" hereof without incurring any expense or damage and the term hereby granted is expressly limited accordingly, and the Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, irrevocable to execute and deliver any such instrument or instruments evidencing such subordination for and in the name of the Tenant. In the event of the voiding or annulment of this lease by the foreclosure of any such mortgage, the Landlord shall not be liable for any damages or loss thereby caused to or suffered by the Tenant.

Improvements

Eleventh. All improvements made by the Tenant to or on the demised premises shall, when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear excepted.

Notices

Twelfth. Any notice by the Landlord to the Tenant shall be deemed to be duly given only if in writing and either delivered personally to the Tenant or left upon the demised premises, or delivered to any person in charge of the demised premises, or mailed by registered letter in any general or branch post office enclosed in a postpaid envelope addressed to the Tenant at his or its above address or at the demised premises. Any notice by the Tenant to the Landlord shall be deemed to be duly given only if in writing and either delivered personally to an officer of the Landlord or to the agent (if any) of the Landlord charged with the renting and management of the demised premises, or mailed by registered letter in any general or branch post office, enclosed in a postpaid envelope addressed to the Landlord at the address hereinbefore given.

No Liability

Thirteenth. The Tenant accepts the demised premises in their present condition unless otherwise herein expressly stated. The Landlord shall not be liable for any failure of water, sewer, trash, electricity, telephone, cable, internet, gas, or other utility service. The Landlord shall not be liable for injury, loss or damage to the person or property of the Tenant caused by the elements, or by steam, gas, electricity, water or rain which may leak or flow from any part of the demised premises or from the pipes, appliances or plumbing works of the same or from any other place, or by falling plaster, or by defects in the demised premises or in any improvements, alterations or repairs now or hereafter made thereto, or by any act or thing heretofore or hereafter done or omitted by the Landlord, unless caused by the negligence of the Landlord. The Tenant shall give the Landlord prompt written notice of any accident to or defects in water pipes, gas pipes, heating apparatus or other equipment or appliances in the demised premises. The Landlord shall not be liable for the presence of bugs, termites, vermin or insects, if any, in the demised premises, nor shall their presence in any way affect this lease. The Landlord shall not be liable for any latent defect in the building.

No Abatement

Fourteenth. There shall not be any diminution or abatement of rent because of the making of repairs or improvements, if any be made, to the demised premises after the date above fixed for the commencement of the term, but the same are to be done with reasonable dispatch and with as little inconvenience to the Tenant as reasonably possible, it being understood that rent shall, in all events, commence to run at the date above fixed therefor. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for loss, inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances or from fumes or dirt issuing out of the heating or refrigerating equipment in the building, or from the closing or darkening of any windows of the demised premises from any cause whatever, or by reason of any space taken to comply with any law, ordinance or order of a governmental authority.

Possession of Demised Premises, Delay in Giving Possession, Default Under Previous Lease

Fifteenth. If the demised premises are available for occupancy before the date above specified for commencement of the term, the Tenant may then take possession of the demised premises provided and only upon condition that the Landlord consent in writing to the taking of such possession by the Tenant; and in the event that the Tenant thus takes earlier possession of the demised premises, the term of this lease shall be deemed for all purposes to commence from the time of the taking of such possession by the Tenant, but the Tenant shall not be required to pay any rental in addition to that above specified by reason of taking earlier possession of the demised premises unless otherwise provided. If the Landlord shall not be ready or able to give possession of the demised premises to the Tenant at the date above prescribed for the commencement of the term, then the date of the commencement of the term shall be postponed until the Landlord shall be ready and able so to give possession, and rent shall not run in the meantime but shall be apportioned as of the date that the Landlord shall notify the Tenant that the demised premises will be ready for occupancy; and the Landlord shall not be liable for damages, if any, sustained by the Tenant because of failure to deliver possession before the demised premises are ready for occupancy. The Landlord assumes no responsibility to the Tenant for delay in giving possession due to failure of present occupant of demised premises to vacate at termination of lease, except that the Tenant will be credited upon the rent next to accrue with an allowance equal to the daily pro rata amount of the rent multiplied by the actual number of days during which possession is withheld, and the Tenant agrees to accept the lease subject to such contingency and condition. If the Tenant shall, before the date above fixed for the commencement of the term hereof, default in the performance of any agreement by the Tenant herein or contained in any other lease or letting by the Landlord to the Tenant, then, at the option of the Landlord this lease shall not go into effect, and the Tenant shall not be entitled to possession hereunder.

Notice to Tenant No Representations

Sixteenth. The Tenant hereby acknowledges notice from the Landlord that no agent, manager or representative of the Landlord has the power or authority to either modify, cancel or accept a surrender of this lease, and that such power and authority is vested solely in the senior officers of the Landlord. No modification, cancellation or surrender of this lease shall be effective unless in writing signed by the Landlord by its duly authorized officers. The Landlord has made no representations or promises in respect to the demised premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord or the Landlord's agent authorized so to do.

Entry, etc.

Seventeenth. That during three months prior to the expiration of the term hereby granted, the Tenant will permit the Landlord to place in a conspicuous part of the exterior of the demised premises, the usual notice offering the premises "To Let", "For Rent" and "For Sale," and will permit the same to remain without hindrance or molestation, and during such time applicants

shall be admitted at all reasonable hours of the day to view the premises until rented; and the Landlord and the Landlord's agents shall be permitted at any time during the term to visit and examine the premises at any reasonable hours of the day, and workmen may enter at any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate improvements, alterations or repairs in any part of the building; and if the said Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord or the Landlord's agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease; it is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.

Attorneys' Fees

Eighteenth. If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of attorney's fees, costs and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount; and the amount of such expenses, costs and disbursements shall at the option of the Landlord, be deemed to be additional rent hereunder, and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses, or on the first day of any succeeding month.

Eminent Domain

Nineteenth. If the demised premises or any part thereof, be taken by virtue of eminent domain, or for any public or quasi-public improvement, this lease shall, at the option of the Landlord, expire ten days after notice to the Tenant; and in the event of the exercise of such option by the Landlord, the Tenant shall pay the rent pro rata, up to the time of the expiration of this lease and thereafter neither party hereto shall have any claim against the other by reason of such termination, and any and all awards for any such taking are assigned to and shall be made to the Landlord, and the Tenant shall not have any claim of any kind against any such award or awards.

Security

Twentieth. The Tenant has deposited with the Landlord, the sum of _____ Dollars, and agrees from time to time to pay to the Landlord, any sum or sums of money paid by the Landlord out of the sum so deposited, or deducted therefrom by the Landlord, pursuant to the provisions of this lease, to the end that at all times during the term of this lease there shall be continually deposited with the Landlord a sum which shall never be less than the amount originally deposited; the

money so deposited shall remain with the Landlord as security for the faithful performance by the Tenant of all the terms, covenants and conditions of this lease until the date herein originally fixed for the expiration of the term, except as herein otherwise provided.

If the Landlord shall pay or be liable to pay any sum or sums of money whatsoever, or do or perform any act or thing on behalf of the Tenant, or make good any default by the Tenant hereunder, or if any penalty be assessed or imposed against the Landlord or any owner of the premises because of any default of the Tenant under this lease, any amount paid by the Landlord or such owner, or for which the Landlord or such owner may become liable together with all interest, costs, expenses, fees and damages, may be paid by the Landlord or such owner at its option out of such security or may be deducted therefrom. If the Tenant becomes insolvent or be adjudicated a bankrupt or applies for or takes the benefit of any bankruptcy or insolvent act or any act or statutory provisions for the relief of debtors, now or hereafter enacted, or makes a general assignment, or if a receiver or trustee be appointed for the Tenant's property, then in either such case said security shall be deemed to be and hereby is assigned to the Landlord; in any such event, or in case of any default by Tenant in performing the terms of this lease by reason of which this lease is terminated either by summary proceedings or by notice as herein provided, such security shall belong to the Landlord and shall be retained by the Landlord without any right thereto or to any part thereof by the Tenant, and the right to retain such security shall survive summary proceedings or other proceedings for the recovery of possession of the premises. Upon a sale or conveyance of the demised premises, the Landlord or any owner of the premises may transfer or assign such security to any new owner of said premises, and upon such transfer all liability of the transferrer or assignor of such security shall cease and come to an end.

Landlord's Liability

Twenty-First. The term "Landlord" as used in this lease means only the party who for the time being is the owner, or the assignee of rents, or the mortgagee in possession, or the owner of a lease of the land and building of which the demised premises form a part, as the case may be; and the Tenant agrees that as, if and when any Landlord hereunder sells or transfers title to or conveys or assigns such land and building or lease, or in the event its or his rights under such assignment of rents or as mortgagee in possession are terminated, or in the event of any subsequent lease of the entire building, such Landlord shall be and hereby is wholly released, discharged and relieved of and from all of the covenants and obligations of the Landlord hereunder, and thereupon and thereafter the sole and exclusive right or rights, remedy or remedies and recourse of the Tenant for any subsequent violation or breach of the covenants and obligations of the Landlord hereunder shall be against the person, firm or corporation succeeding to the rights of such Landlord, whether or not such person, firm or corporation shall assume or agree to perform or comply with such covenants and obligations of the Landlord hereunder.

Miscellaneous

Twenty-Second. Time is of the essence of this agreement. This agreement is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties, supersedes all prior discussions, and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in several counterparts, all of which together shall constitute one agreement even though all parties have not signed the same counterpart. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The prevailing party in any litigation or arbitration relating to this agreement shall be entitled to recover its reasonable attorneys fees from the other party for all matters, including but not limited to appeals. _____ County, Florida, shall be proper venue for any litigation involving this agreement.

Statutory Notice

Twenty-Third. Per Florida Statutes § 83.49:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

RADON GAS

Twenty-Fourth. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof, the Landlord and Tenant have signed and sealed this lease the day and year first above written.

Landlord:

Tenant:

GUARANTY

To induce the Landlord within named to enter into the foregoing lease of the premises described therein to and with the Tenant within named, and also in consideration of the sum of One Dollar, to the undersigned in hand paid by the Landlord within named, the receipt of which is hereby acknowledged, the undersigned hereby guarantees to the Landlord and to the successors and assigns of the Landlord, the payment by the Tenant of the rent and "additional rent" within provided for, and the performance by the Tenant of all the other terms, covenants and conditions of the within lease on the part of the Tenant to be performed. Notice of all defaults is waived and consent is hereby given to all extensions of time that any Landlord may grant.

Dated: _____, 20____

Guarantor:

2.4 Residential Lease — Furnished House.

This Lease made the _____ day of _____, 20____, between _____, herein called Landlord, and _____, herein called Tenant.

In consideration of their mutual promises, Landlord and Tenant hereby agree as follows:

Demise. The Landlord leases to the Tenant, and the Tenant leases from the Landlord, the premises described as _____, Florida, for the term of _____ commencing at noon on the _____ day of _____, 20____, and ending at noon on the _____ day of _____, 20____.

Rent. The Tenant agrees to pay to the Landlord _____ rent of _____ dollars, payable as follows: _____, _____ dollars on signing of this lease, the receipt of which is hereby acknowledged.

Surrender. At the expiration of said term the Tenant will surrender the premises in as good state and condition as they were in at the commencement of the term, reasonable use and wear thereof and damages by the elements excepted. The Tenant will keep all furnishings and personal property of the Landlord in good order and repair at the Tenant's expense, and will replace or make good any and all damages, loss or breakage, excepting damage by fire and the ordinary wear and tear through proper usage and the Tenant will surrender and deliver up the said personal property at the expiration of the term of this lease.

Quiet Possession. The Landlord agrees that the Tenant on paying the said rent and performing the covenants herein contained shall peaceably and quietly have, hold and enjoy the premises for said term.

Re-letting by Landlord. If the premises shall become vacant during said term, the Landlord may re-enter the same, either by force or otherwise, without being liable for any prosecution thereof; and re-let the premises as the agent of the Tenant, and receive the rent thereof, applying the same first to the payment of such expense as the Landlord will be put to in re-entering, and then to the payment of the rent due; and the balance (if any) to be paid over to the Tenant, who shall remain liable for any deficiency.

Default. The Tenant further agrees that if any default be made in the payment of said rent, or any part thereof, at the time above specified, or if any default be made in the performance of any other covenants herein contained, this lease, at the option of the Landlord, shall terminate; and the Landlord may re-enter the premises, and remove all persons therefrom; and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

It is Agreed between the parties:

1. **Furnishings.** The premises are to be completely furnished as shown on the inventory, except that no bed linen, table linen, silver ware, fine china, cut glass or bric-a-brac is included, unless specified in the inventory.

2. **Inventory.** An inventory of the furnishings of the premises will be made by the Landlord in duplicate and checked by the parties before the commencement of the term of this lease, and one copy will be left with the Landlord, and one copy with the Tenant.

3. **Repairs.** The Tenant shall keep the furniture and fixtures in said house or on said premises in good order and repair, shall keep the faucets in repair, and shall at the Tenant's expense make all required repairs to the plumbing work, range, heating and air conditioning system, and electric

light and gas fixtures whenever damage shall have resulted from misuse, waste or neglect, it being understood that the Landlord is to have same in good order when giving possession.

4. **Utilities.** The Tenant shall pay all charges for water, electricity, gas, telephone and other utilities used during the term of this lease or any renewal thereof.

5. **Assignment.** The Tenant shall use the premises hereby leased exclusively for a private residence, and the Tenant will not, without the consent of the Landlord, assign this lease, nor let or underlet the whole or any part of the said premises, nor make any alterations therein or thereupon under the penalty of forfeiture and damage, nor shall the same be permitted to remain vacant or unoccupied exceeding ten days at any one time without the like consent.

6. **Fruits and Vegetables.** The Landlord agrees that the Tenant shall have the free use of all fruit, vegetables and other products of the premises during the term of this lease, but such fruit, vegetables and products shall not be removed or disposed of without the consent of the Landlord. The Tenant agrees not to remove from the premises any tree, shrubbery or vines and that the grounds shall be kept at all times in neat order and condition.

7. **Damage by Fire.** If the premises or any part thereof shall, during said term or previous thereto, be slightly damaged by fire, the premises shall be promptly repaired by the Landlord and an abatement will be made for the rent corresponding with the time during which and the extent to which said premises may have been untenable, but if the building or buildings should be so damaged that the Landlord shall decide to rebuild, the term of this lease shall cease and the aggregate rent be paid up to the time of the fire.

8. **Renewal.** In case the Tenant has the privilege of renewing this lease, the Tenant shall give notice in writing to the Landlord of its intention at least three months prior to the expiration hereof.

9. **Signs.** During the last three months of this lease or any renewal thereof, the Landlord or its agent, shall have the privilege of displaying the usual "for sale" and "for rent" signs on the premises and to show the property to prospective purchasers or tenants.

10. **Access to Premises.** The Tenant agrees that the Landlord shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof.

11. **Requirements of Law.** The Tenant is to comply with all the sanitary laws, ordinances and rules, and all orders of the Board of Health or other authorities affecting the cleanliness, occupancy and the preservation thereof for the premises and the sidewalks connected to the premises during the term of this lease.

12. **Storage Space Reserved.** The Landlord reserves space for the storage of personal clothes and effects in the storeroom located _____.

13. **Representatives Bound.** The covenants and conditions herein contained shall apply to and bind the heirs, executors and legal representatives of the parties hereto. This instrument may not be changed orally.

14. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Landlord:

Tenant:

2.5 Residential Lease — Furnished House — Short Form.

This lease made the _____ day of _____, 20____, between _____, of _____, hereinafter called the landlord, of the one part, and _____, of _____, hereinafter called the tenant of the other part, witnesseth as follows:

1. [Letting, Term and Rent.] The landlord lets and the tenant takes the dwelling house known as No. _____ Street, in the city of _____, Florida, with the furniture and effects now therein as specified in the inventory hereto annexed, to hold the same for _____ calendar months from the _____ day of _____, 20____, and thereafter unless and until the tenancy shall be terminated by notice at the end of said period or subsequently, as hereinafter provided, at the monthly rent of \$_____, payable in advance on the first day of every month, the first payment to be made on the _____ day of _____ next.

2. [Tenant's Covenants.] The tenant agrees as follows:

(a) [To Pay Rent.] To pay the rent reserved at the times aforesaid.

(b) [To Keep in Repair.] To keep in good repair the glass, fittings, and fixtures belonging to the said premises.

(c) [To Preserve Furniture.] Not to remove from the premises any part of the said furniture and effects, but to preserve the same in their present condition, reasonable wear and tear and damage

by fire and other unavoidable casualty excepted, and to replace with articles of the same sort and value all such parts of the said furniture and effects as shall be broken, injured, or destroyed, except by fire or other unavoidable casualty, or at the option of the landlord to pay for all such articles their full value.

(d) [To Yield up Premises.] At the end of the tenancy peaceably to surrender the said dwelling house, in its present state of repair, and the glass, fittings, and fixtures, and also the said furniture and effects and any substituted furniture and effects, in such state of repair and condition as shall be in strict compliance with the provisions herein contained (and as to the furniture and effects so far as possible in accordance with the present state of arrangement as to rooms and position).

(e) [To Permit Landlord to Enter.] To permit the landlord at all reasonable times to enter upon the premises and to examine the condition of the said furniture and effects.

(f) [Not to Assign.] Not to assign this lease without the written consent of the landlord.

3. [Termination of Tenancy.] Either party may terminate the tenancy at the end of the said period of _____ months or at the end of any subsequent month by giving the other one month's prior notice in writing expiring on one of the days on which such rent is payable, but without prejudice to any remedy which the party so giving such notice may have against the other in respect of any previous breach of this agreement.

4. [RADON GAS.] Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

_____ [Landlord]

_____ [Tenant]

2.6 Residential Lease — With Options For Renewal and Purchase.

This lease, made the _____ day of _____, 20____, between _____, of _____, hereinafter called the lessor, and _____ of _____, hereinafter called the lessee, witnesseth:

1. **Demise, Term, Rent.** The lessor leases to the lessee a certain dwelling house numbered _____ on _____ street, in the city of _____, Florida, for the term of _____ years,

commencing the _____ day of _____, 20____, at an annual rent of \$_____, payable in advance on the first day of each month, in equal monthly installments of \$_____.

2. Lessee's Covenants. The lessee agrees:

(a) [To Pay Rent.] To pay each installment of rent as it becomes due.

(b) [To Pay Taxes.] To pay all taxes and assessments and water rates imposed or charged upon the premises or upon the owner or occupier in respect thereof (excepting assessments for any permanent benefit or improvement to the premises).

(c) [To Keep in Repair.] To keep the premises in such repair as the same are at the commencement of the term or may be put in by the lessor during the continuance thereof, reasonable use and wear (and damage by fire or other unavoidable casualties) only excepted.

(d) [Not to Make Alterations.] Not to make or permit to be made any alterations in or addition to the premises without the previous consent in writing of the lessor.

(e) [Not to Assign.] Not to assign, underlet, or part with the possession of the whole or any part of the premises without first obtaining the written consent of the lessor (such consent, however, not to be unreasonably withheld in the case of a respectable and responsible person).

(f) [To Permit Lessor to Enter and Repair.] To permit the lessor and its agents at all reasonable times to enter upon the premises and to examine the condition thereof and make necessary repairs.

(g) [To Yield up Premises in Repair.] To yield up the premises and all additions thereto (except tenant's fixtures) at the termination of the lease in good and tenantable repair, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

3. Lessor's Covenants. The lessor agrees:

(a) [For Quiet Enjoyment.] That the lessee shall peaceably hold and enjoy the premises during the said term without any interruption by the lessor or any person rightfully claiming under him.

(b) [Option to Lessee to Have Renewal.] That the lessor will, on the written request of the lessee made _____ calendar months before the expiration of the term hereby created, and if there shall not be at the time of such request any breach of any of the covenants on the part of the lessee herein contained, grant to the lessee a lease of the premises for the further term of _____ years from the expiration of the said term at the same rent (or, the yearly rent of _____ dollars), and containing the like covenants and provisos as are herein contained, with the exception of the present covenant for renewal, the lessee on the execution of such renewed

lease to execute a counterpart thereof (and to pay the lessee the sum of _____ dollars by way of premium).

(c) [Option to Lessee to Purchase.] That if the lessee within _____ years from the commencement of the term hereby created shall give to the lessor _____ calendar months' notice in writing that it desires to purchase the premises and if there shall not at the time of such notice be any existing breach of any of the covenants on the part of the lessee, the lessor on the expiration of such notice will, upon payment of the sum of _____ dollars and of all arrears of rent to the expiration of the notice and of interest on the said sum of _____ dollars at the rate of _____ percent per annum from the expiration of the notice until payment, by good and sufficient (warranty) deed convey the premises to the lessee, free from encumbrances except taxes (and assessments), if any. The lessor shall within _____ days from the giving of such notice deliver to the lessee an abstract of title to the premises, and the lessee shall have _____ days after the delivery of the abstract in which to examine the title.

4. **Re-entry.** If the rent reserved or any part thereof shall be unpaid for _____ days after becoming payable, whether formally demanded or not, or if any covenant on the lessee's part shall not be performed or if the lessee shall become bankrupt, then it shall be lawful for the lessor to re-enter at any time thereafter upon the premises, and thereupon this lease shall terminate, but without prejudice to the right of action of the lessor in respect of any breach of the lessee's covenants herein contained.

5. **Damage by Fire.** In case the buildings on the premises or any part thereof shall be damaged by fire or other unavoidable casualty, so that the same shall thereby be rendered unfit for use and occupation, then the rent hereby reserved or a just and proportional part thereof shall be abated until the premises shall have been duly repaired and restored by the lessor, or, in case the premises shall be substantially destroyed, then at the election of the lessor [or, at the election of either the lessor or the lessee] the estate hereby created may thereupon be terminated.

6. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof the parties have signed this agreement.

Lessor:

Lessee:

2.7 Residential Lease — With Options For Renewal and Purchase — Another Form.

This indenture, made the _____ day of _____, 20____, between _____, of _____, Florida, hereinafter called the lessor, which expression, where the context so admits, shall include its heirs and assigns, of the one part, and _____, of _____, Florida, hereinafter called the lessee, which expression shall include, where the context so admits, its executors, administrators, and assigns, of the other part, witnesses as follows:

1. [Demise.] In consideration of the rent and the lessee's covenants hereinafter reserved and contained, the lessor hereby demises to the lessee a certain dwelling house situate in the city of _____, Florida, and numbered _____ street;

[Habendum.] To hold to the lessee for the term of _____ years, commencing the _____ day of _____, 20____;

[Reddendum.] Yielding and paying therefor during the said term rent at the rate of \$ _____ yearly and proportionally for any fraction of a year, by equal quarterly payments to be made on the first days of _____, _____, _____ and _____ in each year, of which the first shall be made on the _____ day of _____, next.

2. [Lessee's Covenants.] The lessee hereby covenants with the lessor as follows:

(a) [To Pay Rent.] To pay the rent reserved on the days and in the manner aforesaid.

(b) [To Pay Taxes, etc.] To pay all taxes and assessments and water rates imposed or charged upon the demised premises or upon the owner or occupier in respect thereof (excepting assessments for any permanent benefit or improvement to the premises).

(c) [To Keep in Repair.] To keep the demised premises in such repair as the same are at the commencement of the term or may be put in by the lessor during the continuance thereof, reasonable use and wear (and damage by fire or other unavoidable casualties) only excepted.

(d) [Not to Make Alterations.] Not to make or permit to be made any alterations in or addition to the demised premises without the previous consent in writing of the lessor.

(e) [Not to Assign.] Not to assign, underlet, or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the lessor (such consent, however, not to be unreasonably withheld in the case of a respectable and responsible person).

(f) [To Permit Lessor to Enter and Repair.] To permit the lessor and its agents at all reasonable times to enter upon the premises and to examine the condition thereof and make necessary repairs.

(g) [To Yield up Premises in Repair.] To yield up the demised premises and all additions thereto (except tenant's fixtures) at the termination of the tenancy in good and tenantable repair, reasonable use and wear (and damage by fire and other unavoidable casualties and condemnation or appropriation by eminent domain) excepted, as the same now are or may be put in by the lessor.

3. [Lessor's Covenants.] The lessor hereby covenants with the lessee as follows:

(a) [For Quiet Enjoyment.] That the lessee, paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained, shall peaceably hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under him.

(b) [Option to Lessee to Have Renewal .] That the lessor will, on the written request of the lessee made _____ calendar months before the expiration of the term hereby created, and if there shall not be at the time of such request any breach or nonobservance of any of the covenants on the part of the lessee hereinbefore contained, grant to the lessee a lease of the demised premises for the further term of _____ years from the expiration of the said term at the same rent [or, the yearly rent of _____ dollars], and containing the like covenants and provisos as are herein contained, with the exception of the present covenant for renewal, the lessee on the execution of such renewed lease to execute a counterpart thereof (and to pay the lessee the sum of _____ dollars by way of premium).

(c) [Option to Lessee to Purchase.] That if the lessee within _____ years from the commencement of the term hereby created shall give to the lessor _____ calendar months' notice in writing that it desires to purchase the premises herein demised, and if there shall not at the time of such notice be any existing breach or nonobservance of any of the covenants on the part of the lessee hereinbefore contained, the lessor on the expiration of such notice will, upon payment of the sum of _____ dollars and of all arrears of rent to the expiration of the notice and of interest on the said sum of _____ dollars at the rate of _____ percent per annum from the expiration of the notice until payment, by good and sufficient [warranty] deed convey the demised premises to the lessee in fee simple, free from encumbrances except (taxes and assessments), if any. The lessor shall within _____ days from the giving of such notice deliver to the lessee an abstract of title to the said premises, and the lessee shall have _____ days after the delivery of the abstract in which to examine the title.

4. [Proviso in Event of Damage by Fire, etc.] And provided, also, that in case the buildings on the premises or any part thereof shall be damaged by fire or other unavoidable casualty, so that the same shall thereby be rendered unfit for use and occupation, then and in such case the rent hereby reserved or a just and proportional part thereof according to the nature and extent of the injury sustained, shall be abated until the premises shall have been duly repaired and restored by the lessor, or, in case the said premises shall be substantially destroyed, then at the election of the

lessor [or, at the election of either the lessor or the lessee] the estate hereby created may thereupon be determined.

5. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof the said parties hereto and to another instrument of like tenor have hereunto set their hands and seals the day and year first above written.

Lessor:

Lessee:

2.8 Residential Lease — Another Form.

This agreement, made this _____ day of _____, 20____, between _____, as Landlord, and _____, as Tenant, Witnesseth that the Landlord has leased to the Tenant the property situated at _____, for the term beginning the _____ day of _____, 20____, and ending the _____ day of _____, 20____, to be used and occupied for dwelling purposes only, for _____ persons and no more; upon the conditions and covenants following:

Rent

1. The Tenant shall pay the rent for said premises as follows: _____
_____.

Utilities

2. The Tenant shall pay for all gas, water and electric current consumed on the premises during the term hereof as follows:

Gas \$ _____

Water \$ _____

Electric \$ _____

The above charges shall be considered as additional rent and payable as rent.

Surrender

3. The Tenant shall take good care of the premises and the furniture and chattels therein contained, and at the end or sooner termination of the term shall deliver up the premises and furniture and chattels in as good state and condition as they were in at the commencement of the term, reasonable use and wear thereof and damage by the elements excepted.

Requirements of Law

4. The Tenant shall promptly execute and comply with all laws, orders, ordinances and regulations of the Federal, State, Municipal or Local Government, and of any of their Departments and Bureaus and with all rules, orders, recommendations and regulations of the local Fire Marshall or any responsible Fire Insurance Company, at Tenant's own cost and expense.

Use

5. The Tenant shall do no cooking in any room used for sleeping purposes, but shall have the right to use jointly with other tenants a room set aside by the Landlord for that purpose.

Assignment

6. The Tenant shall not assign this agreement, or sublease the premises, or any part thereof, or make any alterations on the premises, nor permit the same to be used at any time during the said term for any purpose other than above mentioned, without the Landlord's consent in writing.

Access to Premises

7. The Tenant agrees that the Landlord and Landlord's agents and other representatives, shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

Default

8. If Tenant defaults in the payment of rent or the performance of any other of the covenants or conditions herein contained, or if any conduct of the Tenant or occupants of the premises shall be objectionable, the Landlord may give to the Tenant three days' notice in the case of nonpayment of rent and seven days in all other cases, thereof, and if such default has not been cured or the objectionable conduct stopped within said period, then at the expiration of said period the Landlord may terminate this lease and the Tenant shall then surrender premises to the Landlord but the Tenant shall remain liable as hereinafter provided. In case of default by the Tenant and the notice above provided for shall have been given and the notice period shall have elapsed without curing such default or stopping the objectionable conduct, or if the leased premises

become vacant or deserted, the Landlord may at any time thereafter without further notice re-enter said premises by summary proceedings, or by action or proceeding, or by peaceful repossession, and dispossess the Tenant or other occupants of the premises and remove their effects without being liable to prosecution or damage therefor.

Re-entry

9. In the event of such default, re-entry or re-possession by the Landlord, the Tenant shall remain liable for all rent due or to become due during the balance of the term, together with such expenses the Landlord may incur in re-entering and re-possessing the premises, and for repairs, cleaning and decorating premises for re-rental. The Landlord may re-let the premises in the Landlord's name or otherwise for the balance of the term or for a longer period of time and apply the proceeds of such re-letting, received for the period constituting the balance of the term of this lease, to the reduction of the Tenant's obligations herein enumerated. The Tenant hereby waives all right of redemption to which the Tenant or any person claiming under the Tenant might be entitled by any law now or hereafter in force. The Tenant hereby waives the right to have any issue arising out of or under the covenants and conditions of this lease tried by a jury.

Reimbursement for Fines

10. The Tenant further agrees to reimburse the Landlord for any fine or penalty which may be imposed upon the Landlord by any court by reason of any violation upon the premises through the fault of the Tenant herein, its agents or servants.

Signs

11. The Tenant further covenants to permit the Landlord, or its agents, to show the premises to persons desiring to rent or purchase _____ days before the expiration of this lease, and will permit the usual notice, "To Let" or "For Sale," to be placed upon the walls or doors of the premises and remain thereon without hindrance or molestation after said date.

Damage by Fire

12. The Tenant shall, in case of fire, give immediate notice thereof to the Landlord who shall thereupon cause the damage to be repaired forthwith; but if the premises be so damaged that the Landlord shall decide to rebuild, the term shall cease and the accrued rent be paid up to the time of the fire.

No Oral Change

13. This instrument may not be changed, modified or discharged orally.

Broker's Commission

14. The Landlord recognizes _____ as the Broker negotiating this lease and agrees to pay the commission to said Broker. The Landlord shall pay a commission upon renewal of this lease on the same or different terms, or the sale or exchange of the premises between the parties hereto. Commissions shall be paid in accordance with the established rates of _____ and shall be due and payable on execution and delivery of this lease, renewal of lease, contract of sale or of exchange.

Quiet Enjoyment

15. The Landlord covenants that the Tenant on paying the rent and performing the covenants aforesaid shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

Representatives Bound

16. It is further agreed that the covenants and agreements herein contained are binding on the parties hereto and their legal representatives.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof, etc.

Landlord:

Tenant:

2.9 Residential Lease — House.

THIS LEASE, made this _____ day of _____, 20____, between _____ and _____, his wife, whose address is _____, _____, Florida _____, hereinafter called the LESSOR, and _____, hereinafter called the LESSEE.

WITNESSETH:

LESSOR, for and in consideration of the covenants, conditions and agreements herein to be kept and performed by the LESSEE, does hereby lease to LESSEE the house located at _____, _____, _____ County, Florida _____, subject to the terms and conditions hereinafter set forth.

TO HAVE AND TO HOLD the Premises for a term of one (1) month commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____. This lease shall automatically renew for successive one (1) months terms until either party gives the other party written notice of non-renewal at least fifteen (15) days before the end of any monthly term, unless this lease is otherwise terminated in accordance with this lease or in accordance with law.

LESSEE shall pay to the LESSOR the monthly rent in the amount of \$_____, plus applicable state sales tax (presently ___% per annum; i.e. \$_____), for a total monthly rent of \$_____. Rent shall be paid at _____, _____, Florida _____, or at such other place as LESSOR may specify in writing. Rent shall be paid in advance on or before the first day of each calendar month. If the lease term begins on other than the first day of a month, the rent shall be prorated for the first calendar month. Time is of the essence of this Lease. If the rent is paid after the fifth day of the month, a late charge of \$_____ will be due, plus an additional late charge of \$_____ per day for each day thereafter until the rent is paid, all as additional rent. However, LESSOR reserves the right to refuse acceptance of rent and late charges three (3) days after LESSOR serves LESSEE with demand for rent or possession as provided for in Florida Statutes. If LESSEE's check is dishonored by LESSEE'S bank, LESSEE shall pay rent by cashier's check or money order forever thereafter.

The LESSOR hereby acknowledges receipt of \$_____, as a Security Deposit and the sum of \$_____ which shall be applied as the last month's rent. LESSEE'S Security Deposit shall not be construed or applied as rent, but as good faith deposit for LESSEE'S faithful fulfillment of each provision of this Lease and as security for any damages to the Premises caused by LESSEE, LESSEE'S family or invitees.

IF LESSEE TERMINATES ITS TENANCY PRIOR TO EXPIRATION OF THE LEASE, THE SECURITY DEPOSIT SHALL BE APPLIED TOWARD LESSOR'S RE-RENTAL EXPENSES (WHICH INCLUDE, BUT ARE NOT LIMITED TO, COSTS OF ADVERTISING, SCREENING, AND EXHIBITING THE PREMISES TO PROSPECTIVE TENANTS), AND LAST MONTH'S RENT, IF PAID, FOR THE USE OF THE PREMISES FOR THE LAST MONTH OF THE LEASE TERM, EVEN IF LESSOR WAS ABLE TO IMMEDIATELY RE-RENT THE PREMISES FOR THE SAME OR MORE RENT, AND EVEN IF THERE ARE NO ACTUAL MONETARY DAMAGES. LESSEE SHALL BE LIABLE TO LESSOR FOR ANY ACTUAL DAMAGES TO THE PREMISES AND FOR RENT UNTIL THE PREMISES ARE RE-RENTED.

LESSEE grants to LESSOR the right to inspect and show Premises to prospective purchasers and tenants at any reasonable time.

This LEASE may not be assigned, nor may any portion of the Premises be sublet, without LESSOR'S prior written consent.

LESSEE shall use the premises only as the personal residence of LESSEE and LESSEE'S immediate family consisting of _____ adults and _____ children. The Premises will be occupied only by the following-named people: _____.

The Premises shall be rented UNFURNISHED, except for the following items which LESSOR shall furnish as part of the Premises: _____.

The following appliances and equipment are rented with the Premises: Range, refrigerator, hot water heater, _____.

LESSEE shall be responsible for paying all utility services and any utility deposits required for the Premises. It is expressly agreed that at the termination of this Agreement all utility charges will be deemed to be unpaid unless LESSEE submits to LESSOR evidence of payment. The LESSOR may withhold funds otherwise payable to the LESSEE until proof of payment of utility charges has been presented to LESSOR.

NO PETS: LESSEE shall not keep or maintain pets of any description in or about the Premises unless authorized in writing by LESSOR.

If LESSEE fails to pay rent immediately when due, or if LESSEE fails to comply with any other provisions of this Lease or any provision of Florida law, or if LESSEE files for bankruptcy, then LESSOR may terminate this Lease immediately by giving written notice to LESSEE, and LESSOR may effect LESSEE'S removal in accordance with Florida law. In any case, LESSEE will be responsible for paying all attorney's fees and court costs for LESSOR'S enforcement or defense of this Lease, or arising out of the landlord/tenant relationship. Upon default, LESSOR shall have the option to accelerate the rent due for the remaining term of this Lease.

Upon termination of this Lease, whether by natural expiration, termination in accordance with this Lease, nonrenewal, or through LESSEE'S default, LESSEE agrees to vacate the Premises peaceably and immediately. LESSEE agrees that if any of LESSEE'S property is left in or about the Premises after the termination of this Lease or LESSEE'S vacation or abandonment of the Premises, or if it is put in any unauthorized area, LESSOR may remove or dispose of that property and LESSEE waives any claims for damages as a result of LESSOR'S disposal of the property.

If LESSEE fails to deliver all keys and move out on or before the termination of this Lease, LESSEE shall pay LESSOR double the amount of rent due for the period held over, prorated on a daily basis.

Any notices from LESSOR to LESSEE may be mailed and shall be deemed delivered when deposited at the post office, addressed to the Premises, postage prepaid, certified mail, return receipt requested, or posted on the door of the premises.

LESSOR shall have the right to enter the Premises for inspection, maintenance and repair during reasonable hours, and also as provided for under the laws of the State of Florida.

LESSEE agrees to exercise due care in the use of the Premises, the appliances and any furniture therein and all other parts of LESSOR'S property, to give notice to the LESSOR of the need for repair thereof, and to pay for all repairs or replacements to the Premises, its contents, the appliances and to all other parts of LESSOR'S property which are necessitated by the willful acts, negligence, neglect or misuse by LESSEE, members of LESSEE'S family, visitors or invitees. The LESSEE will make necessary repairs to the Premises and appliances therein within a reasonable time after LESSEE notifies LESSOR of the need for repairs. Any repair or replacement chargeable to LESSEE will be considered as additional rent, to be paid immediately.

Lawn maintenance and all expenses of grounds upkeep, including water usage, shall be the responsibility of LESSEE.

In the event of air conditioning or heating failure, upon written notice to LESSOR by LESSEE, air conditioning or heating service will be called and service or repair will be scheduled as promptly as possible. The option of immediate service during weekends, evenings or holidays is available at LESSEE'S expense for overtime charges.

LESSEE shall make no alterations, changes or additions to the Premises (including but not limited to floor coverings, wall paper, and paint) without the prior written approval of LESSOR. Any alterations, additions and fixtures which are made by LESSEE shall remain a part of the Premises, unless LESSOR specifically agrees in writing otherwise.

LESSOR shall not be liable for damages to LESSEE'S property of any kind, for any reason whatsoever, except where such is due to the negligence of LESSOR. LESSEE is REQUIRED to obtain tenant insurance to protect household goods and personal effects and to obtain liability insurance against personal injury and property damage on the Premises, in such company and with such limits of coverage as LESSOR reasonably approves. A copy of the policy or a copy of the binder is to be forwarded to LESSOR within 15 days of the beginning date of this LEASE.

LESSEE releases LESSOR from liability for and agrees to indemnify LESSOR against all claims, demands, expenses, attorneys fees, damages, judgments, and losses incurred by LESSOR as a result of:

- (a) LESSEE'S failure to fulfill any conditions of this Agreement;
- (b) Any damage or injury happening in or about Premises to LESSEE'S invitees or licensees or such person's property other than caused by LESSOR'S negligence;

(c) LESSEE'S failure to comply with any requirement imposed by any governmental authority;

(d) Any judgment, lien or encumbrance filed against the Premises as a result of LESSEE'S actions.

The interest of LESSOR in the Premises shall not be subject to liens for improvements made by LESSEE. LESSEE is not authorized to make any improvements to the Premises without LESSOR'S prior written approval, and even then LESSEE may not incur any liens against the Premises.

If the Premises, or any part thereof, shall at any time during the term be destroyed by fire not the LESSEE'S fault, or by storm or by Act of God, LESSOR may, at LESSOR'S option, terminate this Lease or repair the Premises within thirty (30) days. If LESSOR elects not to repair the Premises, or if the building is wholly destroyed, this Lease shall terminate. If LESSOR does elect to repair the Premises, the rent shall be abated from the date of the casualty to the date that LESSEE may reoccupy the Premises, if the casualty is not due to LESSEE'S negligence, provided that during the time repairs are being made LESSEE has vacated the Premises, if LESSOR so requests, or if it is necessary.

LESSEE'S payment of rent after default shall not waive default, termination or otherwise affect, change or modify any of LESSOR'S rights. LESSOR'S acceptance of rent after it falls due, or after knowledge of a default of this Lease by LESSEE, shall not be a waiver of LESSOR'S rights under this Lease, or as an election not to proceed to enforce the provisions of this Lease, unless the waiver or election is in writing and signed by LESSOR. LESSOR'S rights and remedies under this Lease are cumulative; the use of one or more shall not exclude or waive LESSOR'S rights to other remedies.

LESSEE'S rights under this Lease are hereby subordinated to any present or future mortgages on the Premises. LESSEE hereby waives the right to a jury trial concerning any matters arising between LESSEE and LESSOR and agrees not to demand a jury trial.

In the event the Premises are not available for LESSEE'S occupancy on the beginning date of this Lease, LESSOR and LESSEE agree that the rent shall be prorated to the date upon which the Premises become available to LESSEE or, if possession is not granted within seven (7) days of the original beginning date of the Lease, at the option of the LESSEE, this Agreement may be cancelled by written notice to the LESSOR and LESSEE shall be refunded in full all rent and deposits theretofore paid to LESSOR, unless LESSEE is at fault for occupancy of the Premises not being granted. LESSOR shall not be liable for any damages for delay of possession.

LESSEE agrees to comply with the following:

1. LESSEE is prohibited from adding, changing, or in any way altering locks installed on the doors of the Premises without the prior written permission of LESSOR.
2. LESSEE shall not maintain or permit non-operative vehicles to be on the Premises. Any such non-operative vehicle may be removed by or at the request of LESSOR at the expense of LESSEE and LESSEE releases LESSOR from any liability arising out of said removal.
3. No goods or materials of any kind or description which are combustible or could increase fire risk shall be taken to or placed on the Premises without LESSOR'S prior written consent. Storage shall be at LESSEE'S risk, and LESSOR shall not be responsible for any loss, injury or damage.
4. No nails, screws, picture hooks, adhesive hangers, shade brackets or curtain rod brackets may be placed in or on walls, woodwork or any part of Premises without the prior written consent of LESSOR.
5. LESSEE agrees to maintain the Premises in as good a state of cleanliness, maintenance and repair as the Premises are in at the beginning of this Lease, ordinary wear and tear excepted. LESSEE agrees to keep the Premises in clean and sanitary condition. LESSEE agrees to keep the yard cleaned and mowed, the bushes trimmed, and the yard free of rubbish, trash, and junk. At the termination of this tenancy, the LESSEE shall quietly surrender the Premises in as good and tenantable condition in all aspects (ordinary wear and tear excepted) as the Premises were in at the beginning of the Lease.
6. LESSEE shall conduct itself and require other persons on the Premises to conduct themselves in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace or a public or private nuisance. LESSEE shall comply with all applicable provisions of federal, state and local laws, codes, ordinances, zoning laws, housing and health codes, and any restrictions or covenants of record affecting the Premises, and with all laws relating to public morals or regulating the use of narcotic drugs or other prohibited substances.
7. No water beds or other flotation bedding may be placed or maintained in the Premises without LESSOR'S prior written consent and flotation insurance approved by LESSOR.
8. Failure by LESSEE to conform to these obligations is cause for cancellation and termination of this Agreement and may subject LESSEE to eviction proceedings.

LESSOR shall hold the Security Deposit and last month's rent in a Florida bank account separate and apart from other monies belonging to LESSOR, until such time as LESSEE is entitled to a refund of the deposits or any part thereof or notice of a claim against such deposits has been

given to LESSEE, or until LESSOR is otherwise entitled to receive said Security Deposit and last month's rent.

The LESSOR may at LESSOR'S option apply all or part of the Security and Deposit and last month's rent deposit to any or all damages to which the LESSOR may be entitled due to the breach of any of the covenants and agreements contained herein by the LESSEE or for any other sums due and payable by the LESSEE to LESSOR herein. Use of said deposits for such purposes shall not act as a waiver of any rights either in law or in equity to which the LESSOR may be entitled. It is also understood and agreed that if Premises are left in an unclean or damaged condition, beyond ordinary wear and tear, said deposits may be applied toward necessary cleaning and/or repairs. Return of the deposits to LESSEE is subject to the following conditions:

- (a) Full term of this Agreement has expired and all provisions therein complied with.
- (b) Fifteen (15) days notice in writing is given prior to vacating Premises.
- (c) There is no damage to Premises beyond ordinary wear and tear.
- (d) Entire Premises, including but not limited to appliances, any furniture, bathrooms, kitchen, bedrooms, closets, cabinets and carpeting are clean.
- (e) There are no unpaid late charges, delinquent rents or utility charges or other sums owed to LESSOR or to anyone else relating to the Premises.
- (f) All debris, rubbish, trash, junk and discards have been placed in proper trash containers.
- (g) Forwarding address left with LESSOR.
- (h) All keys and similar devices are returned to LESSOR.

The cost of labor and materials for cleaning, repairs and replacement will be deducted from the deposits.

LESSEE acknowledges that the statements and representations made in the signed application for rental of the Premises are true and they are deemed a part of this Lease and that any false statements made in such application constitute default of this Lease.

The term "LESSEE" used herein shall refer individually and collectively to all persons named above and signing this Agreement as LESSEE, and the liability of each such person shall be joint and several. Notices given by LESSOR or LESSOR'S agent to any person named as LESSEE shall bind all persons signing this Agreement as LESSEE.

This Lease shall be binding upon and inure to the benefit of the parties hereto, their agents, personal representatives, heirs and authorized assigns.

RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Additional provisions written below or special provisions in the attached addendum, if any, signed by all parties hereto, are hereby made a part of this Agreement. Addendum Attached: Yes _____ No _____

THE LESSEE UNDERSTANDS THAT THERE MAY BE CONSTRUCTION OF ADDITIONAL UNITS ON THE PROPERTY.

This Lease and any attached addenda constitute the entire agreement between the parties and may not be changed or terminated orally.

This Lease may not be recorded in the Public Records.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the day and year first above written.

Lessor:

Lessee:

2.10 Residential Lease — The Florida Bar / Florida Supreme Court.

The Florida Bar has published this form on its website www.floridabar.org and stated that it is approved by the Florida Supreme Court.

2.11 Apartment Lease.

Lease, made the _____ day of _____, 20____, between _____, hereinafter called the Landlord, and _____, hereinafter called the Tenant.

Witnesseth: The Landlord hereby leases to the Tenant, Apartment _____ on the _____ floor, in premises _____, City of _____, Florida, to be used as a private dwelling apartment, and not otherwise, for a term to commence _____, 20____, and to end _____, 20____, unless sooner terminated as hereinafter provided, at the annual rent of \$_____ payable in equal monthly installments of \$_____ each in advance on the first day of each calendar month during the term, the first of said installments to be paid on the signing of this lease.

The parties hereto further agree as follows:

Payment of Rent

1. The Tenant will pay the rent as herein provided.

Care of Premises, Requirements of Law, Indemnity, Repairs, Surrender

2. The Tenant will take good care of the leased premises, fixtures and appurtenances, and suffer no waste or injury; make all repairs to the leased premises, fixtures and appurtenances necessitated by the fault of the Tenant, his family, guests, servants, assignees or under-tenant; conform to all laws, orders and regulations of the Federal, State, County or Municipal governments, or of any of their departments, applicable to the leased premises, but shall not be required to make any expenditure to comply therewith unless necessitated by his fault; and save

harmless the Landlord from any liability arising from injury to person or property caused by any act or omission of the Tenant, his family, guests, servants, assignees or under-tenants; repair at or before the end of the term, all injury done by the installation or removal of furniture and other property; and at the end of the term, surrender the leased premises in as good condition as they were at the beginning of the term, reasonable wear and damage by the elements excepted.

Alterations, Fire Hazard, Awnings, Pets, Waste, Subletting

3. The Tenant will not, without the Landlord's written consent, make any alteration in the leased premises and will not deface or permit the defacing of any part of the leased premises; will not do or suffer anything to be done on the leased premises which will increase the rate of fire insurance on the building; will not use any shades, awnings or window guards, except such as shall be approved by the Landlord; will not keep or harbor any animal in the leased premises without first obtaining the written consent of the Landlord; will not permit the accumulation of waste or refuse matter; and will not assign this lease or underlet the leased premises or any part thereof without the Landlord's written consent, which consent the Landlord agrees not to withhold unreasonably.

Rules

4. The Tenant will observe and comply with such reasonable rules as the Landlord may prescribe on written notice to the Tenant for the safety, care and cleanliness of the building, and the comfort, quiet and convenience of other occupants of the building.

Elevators, Water, Heat

5. The Landlord shall furnish, insofar as the present facilities provide, the following services: (a) Elevator service; (b) Hot and cold water in reasonable quantities; (c) Heating, ventilating, and air conditioning.

Utilities

6. The Landlord shall have the privilege of furnishing the electric current consumed at the leased premises, and current so furnished shall be paid for by the Tenant at the rates charged for similar consumption by the local public utility company. If the Landlord furnishes the Tenant with telephone service, the Tenant shall pay for each call at the rate established by the Landlord, but the Tenant shall not be precluded from obtaining telephone service direct from the telephone company. Charges for electric current and telephone service shall be deemed additional rent, and for nonpayment of same the Landlord shall have the same remedies as for nonpayment of the fixed rent.

Damage by Fire

7. In case of damage by fire to the building in which the leased premises are located, without the fault of the Tenant, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

Eminent Domain

8. If the leased premises, or any part thereof, are taken by virtue of eminent domain, this lease shall expire on the date when the same shall be so taken, and the rent shall be apportioned as of said date. No part of any award, however, shall belong to the Tenant.

Default

9. If the Tenant defaults in the payment of rent or performance of any of the covenants or conditions herein contained, or if any conduct of the Tenant or occupants of the leased premises shall be objectionable, the Landlord may give to the Tenant three days' written notice in case of nonpayment of rent and seven days' written notice for all other defaults, and if such default has not been cured or the objectionable conduct stopped within said notice period, then at the expiration of said notice period the Landlord may terminate this lease, and the Tenant shall then surrender the leased premises to the Landlord, but the Tenant shall remain liable as hereinafter provided. If the notice period shall have elapsed without curing such default or stopping the objectionable conduct, or if the leased premises become vacant or deserted, the Landlord may at any time thereafter resume possession thereof by any lawful means, and remove the Tenant or other occupants and their effects, by dispossession proceedings, or otherwise, without being liable to prosecution or damage therefor, and hold the premises as if this lease had not been made. In any such case, the Landlord may at the Landlord's option relet the premises or any part thereof as agent of the Tenant or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Landlord may have incurred in connection with said resumption of possession and reletting, including brokerage, cleaning, repairs, and decorations, and then to the payment of rent and performance of the other covenants of the Tenant as herein provided; and the Tenant agrees, whether or not the Landlord has relet, to pay to the Landlord the rent and other sums herein agreed to be paid by the Tenant, less the proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by the Tenant on the several rent days above specified. The Tenant hereby waives all right of redemption to which the Tenant or any person claiming under the Tenant might be entitled by any law now or hereafter in force.

No Waiver

10. The failure of either party to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing, and signed by the parties.

Collection of Rent From Assignee

11. If this lease is assigned by the Tenant, or the leased premises are underlet or occupied by anybody other than the Tenant, the Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and underletting, or the acceptance of such assignee, under-tenant or occupant as Tenant, or a release of the Tenant from further performance of the covenants herein contained.

Subordination

12. This lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the premises. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of any such mortgages as may be desired by the mortgagee. The Tenant hereby appoints the Landlord his attorney in fact, irrevocably, to execute and deliver any such instrument for the Tenant.

Improvements

13. All improvements made by the Tenant to the leased premises which are so attached to the freehold that they cannot be removed without material injury to the premises, shall become the property of the Landlord.

Notices

14. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope addressed (a) if to the Tenant, at the building in which the leased premises are located, and (b) if to the Landlord, at the address, if any, noted on the lease, or, if none, then to the leased premises, provided, however, that if either party admit, either in writing or under oath, the receipt of notice, evidence of service in accordance herewith shall not be necessary.

Exculpatory Clause

15. The Landlord shall not be liable for damage or injury to person or property occurring within the leased premises, unless caused by or resulting from the negligence of the Landlord or any of the Landlord's agents, servants or employees, in the operation or maintenance of the leased premises or the building containing the leased premises.

Untenantability

16. If the making of repairs or improvements to the building or its appliances, or to the leased premises, other than those made at the Tenant's request, shall render the leased premises untenable in whole or in part, there shall be a proportionate abatement of the rent during the period of such untenability.

Force Majeure

17. Interruption or curtailment of any service maintained in the building in which the leased premises are located, if caused by strikes, mechanical difficulties, or any other cause beyond the Landlord's control, whether similar or dissimilar to those enumerated, shall not entitle the Tenant to any claim against the Landlord or to any reduction in rent, nor shall the same constitute constructive or partial eviction, unless the Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

Access to Premises

18. During the four months prior to the expiration of the term, applicants shall be admitted at all reasonable hours of the day to view the premises until rented; and the Landlord and the Landlord's agents shall be permitted at any time during the term to examine the leased premises at any reasonable hour; and workmen may enter at any time when authorized by the Landlord to facilitate repairs in any part of the building; and if the Tenant shall not be personally present to permit any such permissible entry into the premises, the Landlord may enter same by a master key without being liable in damage therefor and without affecting the obligations of the Tenant hereunder.

Integrated Contract

19. Neither party has made any representation or promises, except as contained herein, or in some further writing signed by the party making such representation or promise.

Quiet Enjoyment

20. The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term herein mentioned.

Successors Bound

21. The provisions of this lease shall bind and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives and assigns.

Security Deposit

22. The Landlord acknowledges receipt from the Tenant of \$_____ as security for the performance of the Tenant's obligations under this lease. To the extent that said sum shall remain unapplied to such performance after the date fixed as the end of the term or after the earlier expiration of the term, said sum shall be returned by the Landlord to the Tenant if the Tenant shall have surrendered possession of the leased premises to the Landlord as herein provided.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

23. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof, the parties hereto have signed and sealed this instrument, the day and year above written.

[Signatures]

2.12 Apartment Lease — With Rules and Regulations.

[READ CAREFULLY]

THIS LEASE CONSTITUTES A BINDING CONTRACT

Date:

Lessor:

Lessee:

Premises: Apartment No. _____ ("the Apartment") Building No. _____, located at _____, Florida

Rent: \$ _____ per month

Security Deposit: \$ _____

Term: Commencement Date _____ Termination Date _____

Make rent checks payable to: _____ (Tel. No. _____) and send to: _____.

1. Term. This lease shall commence at 12 noon on the commencement date indicated above and shall terminate at 12 noon on the termination date indicated above at which time the Lessee shall return possession to the Lessor and return all keys to the Apartment, outside doors and mailbox to the Lessor.

2. Rent. The monthly rental to be paid by the Lessee for the Apartment shall be as indicated above to be paid on the first day of each and every month, in advance, so long as this lease is in force and effect.

3. Security Deposit. The Lessee will also pay over to the Lessor upon the execution of this lease the sum indicated above to be held by the Lessor during the term of this lease or any extension or renewal thereof, as a SECURITY DEPOSIT for the full, faithful and punctual performance by the Lessee of all lawful covenants and conditions of this lease. It is understood that this security deposit may be applied to damages caused by the Lessee. The Lessor will return the security deposit less the amount applied to damages with interest as required by law and make a full accounting to the Lessee for all damages applied within 15 days after the Apartment is vacated. It is further understood that the security deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of this security deposit.

4. Notices and Complaints. Notices, bills and complaints to the Lessee shall be deemed sufficiently given if deposited in the Lessee's mailbox or sent by mail to the Lessee at its last

known address. Notices and complaints by the Lessee to the Lessor shall be mailed to _____ to the address indicated above or such other address as may be furnished in writing to the Lessee.

5. Utilities. All electricity charges to the Apartment, including electricity charges for lighting, appliances, heating, ventilating or air conditioning shall be paid for by the Lessee. The Lessor agrees that it will furnish reasonable hot and cold water and reasonable heat during the regular heating season in the Apartment, all in accordance with applicable laws, but the failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Lessor, such as accident, acts of nature, restriction by City, County, State or Federal regulations, or during necessary repairs to the apparatus shall not form a basis of any claim for damages against the Lessor.

6. Mortgages. The Lessor shall have the right to mortgage and the Lessee's rights hereunder shall be subordinate to all mortgages now or hereafter of record affecting the real estate of which the Apartment forms a part.

7. Nuisance. The Lessee shall not cause any nuisance or act in an unreasonable manner either to the Lessor or to the other Lessees.

8. Assigning/Subletting. The Lessee will not assign this lease, nor sublet the Apartment, or any part thereof, nor make any alteration in the Apartment without the Lessor's prior consent in writing.

9. Fire and Casualty. The Lessee will, in the case of fire or other casualty, give immediate notice thereof to the Lessor, who shall thereupon cause the damage to be repaired as soon as it is reasonable and convenient for the Lessor, but if the Apartment be so damaged that the Lessor shall decide neither to rebuild nor to repair, the term of the lease shall cease.

10. Regulations. The Lessee hereby consents to and agrees to, observe any reasonable regulations that may be and as are in effect now or as may be promulgated from time to time. Notice of all current rules and regulations will be given to the Lessee by the Lessor and shall be made a part of this lease. The Lessor shall not, however, be responsible to the Lessee for any non-observance of rules, regulations or conditions on the part of the other Lessees.

11. Insurance. The Lessee understands and agrees that it shall be the Lessee's own obligation to insure its personal property located in the Apartment, and the lessee further understands that the Lessor will not reimburse the Lessee for damage to the Lessee's personal property.

12. Recreational Facilities. The Lessee agrees that it is renting only the Apartment. The monthly rent does not include use of any recreational facilities of the Lessor. The use of any recreational facilities of the Lessor may be allowed or revoked in the Lessor's sole discretion. The Lessor reserves the right to promulgate reasonable rules and regulations governing the use of recreational facilities and to establish and collect fees for the use thereof (and to amend such fees

from time to time) and to impose other charges from time to time to cover the costs and expenses of operation, maintenance and ownership of all recreational facilities.

13. Condition of Apartment. It is agreed between the parties that the Apartment has been rented in good order and repair. The Lessee acknowledges that it has inspected the Apartment and the Apartment is in good order except as otherwise noted in writing to the Lessor. The Lessee further agrees that upon vacating the Apartment it will be returned to a similar condition as when it was rented, reasonable wear and tear excepted.

14. Attorney's Fees and Penalties. The Lessee agrees to pay all reasonable attorney's fees and expenses incurred as a result of any breach of this lease. The Lessee further agrees to pay as additional rent a late charge amounting to 10% per annum of its rental obligation for any period of time that the Lessee's rent is more than thirty days late.

15. Complete Agreement. It is agreed, except as herein otherwise provided, that no amendment or change or addition to this lease shall be binding upon the Lessor or Lessee unless reduced to writing and signed by the parties hereto. It is hereby agreed that this is the entire agreement of the parties.

16. Joint and Several Obligations. If this lease is executed by more than one person or entity as Lessee, then and in that event all the obligations incurred by the Lessee under this lease shall be joint and several.

17. Severability. Unenforceability for any reason of any provision(s) of this lease shall not limit or impair the operation or validity of any other provision(s) of this lease.

18. Utility Rate Increases. For the purpose of this paragraph the base utility rate of a utility service shall be the rate in effect on the commencement date set forth above. If the rate for any utility service, including water rate, electricity rate (common areas), sewer rate, fuel adjustment charge, or gas rate increases over the base utility rate, then the Lessee shall pay to the Lessor, as supplemental rent, the Lessee's pro-rata share of Lessor's increased operating expenses attributable to such rate increase in accordance with the following formula:

FORMULA: $A \times B \times C \times D =$ Lessee's pro-rata share of increase

A = Percentage Increase in Utility Rate (i.e., New Utility Rate Less Base Utility Rate divided by Base Utility Rate)

B = Lessor's budgeted operating cost for such utility service for year during which increase occurs divided by 12

C = Square Feet (rentable) within Apartment divided by Total Square Feet (rentable) in all apartments in Community

D = Months remaining in term of lease.

Lessee's pro-rata share shall be paid within five (5) days after demand by the Lessor or, at Lessor's election, in installments over the remaining term of the Lease.

19. Holdover. If the Lessee remains in possession without the written consent of the Lessor at the expiration of the term hereof or its termination, then the Lessor may recover, in addition to possession, double the monthly rental stipulated above for each month, or portion thereof, during the Lessee's holdover or the actual damages sustained by the Lessor, whichever is greater, plus the Lessor's costs of recovering said amounts and possession, including reasonable attorney's fees.

20. Right of Entry. The Lessor may enter the Apartment at any time where such entry is made necessary by an extreme hazard involving the potential loss of life or severe property damage, and between 8:00 A.M. and 8:00 P.M. in order to inspect the Apartment, to make repairs thereto, to show the same to a prospective or actual purchaser or tenant, pursuant to court order, or if the Apartment appears to have been abandoned.

21. Delivery of Lease. The Lessor shall deliver a copy of this lease duly executed by the Lessor or its authorized agent, to the Lessee within thirty (30) days after the Lessee delivers an executed copy of this lease to the Lessor.

22. Renewal. This lease may be renewed only by mutual written agreement of Lessor and Lessee.

23. YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

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24. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

25. Rules and Regulations. The following rules have been established for the benefit of all residents of _____. They are intended to contribute to preserving a clean and attractive environment, and to assuring the peaceful enjoyment of the Community. Therefore, in fairness to themselves and to their neighbors, all residents and their guests are expected to abide by the following schedule of rules.

1. Additions to Exterior of Buildings and Structural Changes. Changes affecting the appearance of the exterior of any building, such as decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens, balcony or patio covers and enclosures, or similar changes shall be made only with the consent of management. To this end no materials shall be installed at or around any window area except standard drapery material. No exterior television or radio antennas shall be allowed. No structural changes to the interior or exterior of the building shall be made without first having obtained the consent of management. No person shall mark, paint, drill into, or in any way injure, deface or damage any wall, ceiling, door, frame, partition, floor, wood or metalwork, wiring fixture, plumbing and/or any equipment.

2. Noise. No person shall make or permit any improper noise or disturbance of any kind within the community; produce objectionable odors; nor do nor permit anything to be done that will interfere with the rights, comforts or convenience of other residents. To this end no musical instrument of any kind shall be brought into the Community without the express written permission of management, except a radio, phonograph or television set. Residents and their guests will be expected to reduce noise levels after 9:00 p.m. (until 8:00 a.m.) so that neighbors are not disturbed. At no time are musical instruments, radios, phonographs or TVs to be so loud as to become a nuisance.

3. Littering and Trash Disposal. There will be no littering. Paper, cans, bottles, cigarette butts, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the ground or other common area

in the Community. No garbage or refuse and/or waste matter shall be removed from an apartment except to such place and in such manner as management shall direct and in no event shall garbage or refuse be allowed to remain in an apartment overnight. No person shall sweep or throw anything out of any window or door or into any public hall or stairway or off a balcony. All trash shall be placed in plastic garbage bags.

4. Maintenance of Patios and Balconies. Each resident will be responsible to keep their patio and/or balcony in a clean and sanitary condition.

5. Outdoor Equipment. Sporting goods, cooking equipment, lawn furniture, and other personal articles and equipment shall not be left outside (except on a fully enclosed patio or balcony), and when in use outside shall be maintained and used in such a fashion as to meet the standards established by the management from time to time.

6. Clothes Lines. No clothes, linens or similar materials shall be hung or otherwise left or placed outside or on balconies or patios, except as management may allow during specified periods when airing of clothes and other items may be essential. No such articles shall be placed in an apartment or on the balcony or patio adjacent thereto, so as to be exposed to public view, i.e., no linen, cloth, clothing, curtain, rug or mop shall be hung (or shaken) from any window or door or balcony or patio.

7. Maintenance of Common Area. Improvements, maintenance and landscaping of the common area shall be done only by management, unless permission of management has been obtained.

8. Outside Activities. There shall be no use of the areas outside the buildings within the Community which injures or scars the same or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the other residents and their guests within the Community. Further, to assure such enjoyment, no group of children, adolescents, or adults will be allowed to congregate other than in those areas which are specifically designated as "recreational" by management. There shall be no organized sports activities, or picnicking or fires, except in areas approved by management. A charcoal fire in a protective metal barbecue container may be used on the patio of those apartments which have patios, away from the overhang of the balconies above, providing it is carefully guarded and not hazardous to buildings or other property in the Community. Under no circumstances may a fire of any kind be lighted or maintained and under no circumstances may a person do or permit anything within the Community which would be in violation of any regulation of the local Fire Department or Fire Law, ordinance, rule or regulation pertaining to the same which now exists or is hereafter promulgated by any public authority or by the Fire Marshall, or which will increase or tend to increase the risk of fire or the rate of fire insurance. The sidewalks, parking areas, drives, roadways, entries, courts, corridors,

stairways and fire escapes shall not be obstructed or encumbered, nor used for children's play, nor for any other purposes than ingress and egress.

9. **Parking Area.** Parking areas have been designated for residents' vehicles, i.e., currently registered privately-owned cars. Motorcycles, motor or mini-bikes, campers and trailers and unregistered cars are prohibited without the express written consent of management. All vehicles, when not in use, must be kept within designated parking locations. Any unauthorized vehicles parked in unauthorized areas within the Community will be towed at the owner's expense. And under no circumstances may a motorcycle, mini-bike or motor scooter be inside an apartment.

10. **Speed Limit.** The speed limit for all vehicles within the Community is 15 mph.

11. **Guests and Family Members.** Lessees will be held responsible for the actions of their guests as well as members of their families. If occupancy by guests or members of the family of lessees creates a nuisance to other residents, then management shall have the right to request that such guests or members of the family of lessees leave.

Responsibility for such supervision shall rest with the lessee who is the host of such guests or of the family of whom said person is a member.

12. **Canvassing, Peddling or Soliciting.** No person including any lessee, shall enter, or go through, any apartment or building for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for, or distributing any handbill, pamphlet, circular, tract, book, notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of management.

13. **Consent Revocable.** Any consent or approval of management given under these Rules shall be revocable at any time.

14. **Plumbing.** The water closets, basins and other plumbing fixtures shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rag or any other improper article be thrown into same. Any damage resulting from misuse of such facilities shall be paid by the resident by whom or in whose apartment the damage shall be caused. Water shall not be left running in the kitchen, bathroom, laundry or elsewhere. Each lessee agrees to report all plumbing defects to management immediately, and to be responsible for all damages resulting from its own negligence.

15. **Complaints.** Complaints of violations of these Rules should be made to management, either verbally or in writing. Neither the Lessor/Owner of the Community

nor any of its agents, servants, or employees, shall be responsible to any resident for any non-observance of rules, regulations and conditions on the part of other persons.

16. Advertising. No sign, signal, illumination, advertisement, notice or any other lettering shall be exhibited, inscribed, painted, attached, affixed, installed or exposed on or at any window or on any part of the outside of any apartment or any building.

17. Laundry. Laundry facilities and drying apparatus shall be used in such manner and at such times as management may direct.

18. Tennis courts. Tennis Courts, the swimming pool, and all appurtenant facilities may be used only by lessees, the members of their families and their guests who become members of the social clubs designed to control their use. Management has promulgated rules and regulations governing the use of the tennis courts and swimming pool. Such rules and regulations call for the payment of fees, either on a seasonal or annual basis, for membership. The rules and regulations are available upon request. All residents, the members of their families and their guests agree, upon becoming members of the previously mentioned clubs, to abide by and observe all rules and regulations governing the use and enjoyment of such facilities. The management reserves the privilege of amending such rules and regulations at any time (before or after one becomes a member) and to charge additional fees to defray the costs and expenses of operation, ownership and management of the facilities. All such rules and regulations shall be binding upon members.

19. Pets. House pets will be allowed only with the express written consent of management. If pets create noise, are allowed outdoors except on a lead, or in any way create a disturbance or unpleasantness, management will be forced to withdraw its consent in which case the pet must be removed. Pets shall not be allowed to relieve themselves on walks or paved streets. The master shall be responsible for the clean and sanitary removal of all feces to an appropriate trash receptacle. Pets shall not be tethered to the buildings, shrubs or trees, or otherwise left unattended outside. Each master of a pet shall hold the Owner of the Community and management harmless against loss or liability for any actions of his pets within the Community.

20. Passkey. Management may retain a passkey to each apartment. No resident shall alter any lock or install a new lock on any door leading into an apartment without the prior consent of management. If such consent is given, the resident shall provide management with a key for its use.

21. Amendment. These Rules and Regulations can be revised in any way at any time by the Lessor/Owner of the Community as conditions warrant.

[Signatures]

2.13 Apartment Lease — With Rules and Regulations — Furnished.

This lease is made the _____ day of _____, 20____, by and between _____, herein called "Lessor," and _____, herein called "Lessee."

For and in consideration of the prompt payment of the rents by Lessee and the exact performance of the covenants hereinafter set forth by Lessee, Lessor does hereby lease to Lessee, and Lessee hereby hires from Lessor, that certain apartment No. _____, together with parking area No. _____, situated at _____, in the City of _____, Florida, for the term of _____, commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____, at the total rent of _____ Dollars (\$_____), payable at _____, in installments of _____ Dollars (\$_____), each due and payable in advance on the _____ day of each and every month during said term, which rent Lessee agrees to pay promptly in the manner set forth herein. Lessor hereby acknowledges receipt from Lessee of the sum of _____ Dollars (\$_____) in payment of the first installment of rent.

This lease is made by Lessor and is accepted by Lessee upon the following conditions, and it is agreed that each of the terms hereinafter specified shall be conditions as well as covenants. The breach, default, failure or violation of any one or more thereof shall, without limitation of its other rights, entitle Lessor to terminate this lease, re-enter and take over possession forthwith.

1. Security Deposit. As a further consideration for the execution of this lease by Lessor, and in addition to the rent agreed to be paid herein, Lessee agrees to pay Lessor the sum of \$_____ as a partial security deposit upon the execution of this lease, the receipt of which is hereby acknowledged. If Lessee shall promptly pay the rent as provided for herein, and if it shall comply with each and all of the terms and conditions of this written lease which are to be performed by Lessee during Lessee's entire tenancy, then in such event, upon the termination of this tenancy, and after the surrender of the possession of the leased premises according to the terms of this lease, in good and clean condition, reasonable wear and tear excepted, Lessor will refund to Lessee the said sum of \$_____.

SECURITY DEPOSIT NOT TO BE USED AS LAST MONTH'S RENT

2. Utility Charges. Lessee shall pay Lessor the rent hereinabove provided at any place specified by Lessor and, in addition thereto, shall pay when due all utility charges accruing or payable in connection with the use of said leased premises during said tenancy, except Lessor shall pay all charges for water.

3. Use of Premises, Subletting, Surrender, Occupancy. Lessee has examined and knows the condition of said premises, and has received the same in good order and repair, and hereby agrees: (a) to use said premises for living rooms and as a private residence only, (b) not to sell or assign this lease nor sublet said premises, or any part thereof without the written consent of

Lessor first had and obtained, (c) to surrender possession of said premises at the expiration of this lease without further notice to quit, in as good condition as reasonable and careful use will permit, (d) that said premises will be occupied by no more than the following named adults _____ and the following named children _____ either as guest, lodger, roomer, boarder, licensee, or any other status, without, in each instance first obtaining the written consent of Lessor, and (e) to keep said premises in good condition and repair at its own expense.

4. Lessee Waives Damages. To the extent legally permissible, Lessee waives all rights under Chapter 83, Florida Statutes, and agrees not to make any claim against Lessor and will hold Lessor harmless therefrom, for any loss or damage to any personal property belonging to Lessee or any of its guests or occupants, or for any injuries to Lessee or any of its guests or occupants.

5. Termination on Default of Lessee. Any failure on the part of Lessee to pay the rent, or any part thereof, or any failure on the part of Lessee to comply with any of the terms or conditions of this lease shall, at the election of Lessor, terminate this lease and all rights of Lessee hereunder.

6. Right of Re-entry. Upon termination of this lease in any manner, Lessor may re-enter and re-possess the leased premises and remove any and all persons and property therefrom. Lessee hereby waives all right to any notice from Lessor of its election to terminate this lease, or any demand for the payment of rent or for the possession of the leased premises. All remedies of Lessor under this lease are cumulative and are given without impairing any other rights or remedies of Lessor as provided by law.

7. Reletting on Default of Lessee. If Lessee shall be in default in the payment of the rent, or under any of the terms of this lease, or if Lessee shall vacate or abandon the premises or any part thereof (and absence of Lessee therefrom for a period of five days after such default shall be considered such an abandonment thereof), Lessor may, if it so elects, without terminating this lease, re-enter said premises and remove all persons and property therefrom and take possession of said premises and relet the same, or any part thereof, at such rental and upon such terms and conditions as it may deem proper, and apply the proceeds thereof, less the expenses, including the usual agent's commission, so incurred, upon the amount due from Lessee hereunder, and Lessee shall be liable for any deficiency. If Lessor shall take possession of the premises and relet the same, such reletting shall not operate as a termination of this lease unless Lessor so elects; nor shall such action by Lessor operate as a waiver of any other rights or remedies of Lessor.

8. Liability of Lessee for Legal Fees. If, upon failure of Lessee to pay the rent as aforesaid, or to comply with any of the other covenants, conditions, rules and regulations of this lease, action should be brought or notice served on account thereof to enforce the payment of rent herein, or to recover possession of the premises, or to enforce any provision of this lease, or to obtain damages, Lessee agrees to pay Lessor reasonable costs and expenses in said action or for said notice, including attorneys fees, whether or not any such action proceeds to judgment.

9. Right of Inspection. Lessor shall have the right by himself or agent or with others, to enter the premises at reasonable hours to examine or exhibit the same, or to make such repairs and alterations as may be deemed necessary by Lessor for the safety and preservation of said building, and within the period of sixty days prior to the termination of this lease, to show the premises to prospective tenants.

10. Liability of Lessee for Waste. Lessee shall pay (a) for any expense, damage or repair occasioned by the stopping of waste pipes or overflow from bath tubs, closets, wash basins or sinks and (b) for damage to window panes, window shades, curtain rods, wall paper or any other damage to the interior of the leased premises and Lessee shall commit and suffer no waste to be committed therein and no change or alterations of the premises shall be made or partitions erected nor walls papered without the consent in writing of the Lessor first had and obtained.

11. Non-liability of Lessor. Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewerage, or the bursting, leaking or running of any pipe, tank, wash stand, water closet or waste pipe, in, above, upon or about said building or premises, nor for damage occasioned by water being upon or coming through the roof, sky-light, trap-door or otherwise, nor for any damage arising from the acts or neglects of co-tenants, or other occupants of the same building, or any owners or occupants of adjacent or contiguous property.

12. Restrictions on Lessee's Activities. Lessee agrees that said premises shall be used only for the purpose set forth above, and for no other purpose, and none of the rooms shall be offered for lease by placing notices on any door, window or wall of the building, nor by advertising the same directly or indirectly in any newspaper, or otherwise, save and except with the written consent of the Lessor first had and obtained. There shall be no lounging, sitting upon, or unnecessary tarrying in or upon the front steps, the sidewalks, railings, stairways, halls, landings or other public places of the building by Lessee, members of his family, or other persons connected with the occupancy of the leased premises, and no provisions, milk, marketing, groceries or like merchandise shall be delivered into the premises through the front entrance of said building.

13. Destruction of Premises. If the premises are destroyed by fire or by the elements or other causes so as to render them unfit for occupancy, or if the furnishings, if any, of Lessor be so damaged or destroyed as to be rendered unfit for use, this lease may thereupon be terminated, at the option of Lessor; but should the Lessor elect to reconstruct said premises, and replace or repair said furnishings, it shall do so as speedily as possible, and should the damage be so extensive as to render the premises untenable, then the rent or a just and proportionate part thereof, according to the nature and extent of the damage, shall cease until the same shall be repaired by Lessor, but the Lessee shall in no case be entitled to compensation or damage on account of any annoyance or inconvenience in making said repairs, or on account of such destruction.

14. Holdover Tenancy. If Lessee shall holdover after the expiration of the term of this lease with the consent of Lessor, express or implied, such tenancy shall be from month to month only, and shall not be a renewal hereof, and Lessee agrees to pay rent and all other charges as hereinabove provided and also to comply with all the terms and covenants of this lease for the time Lessee holds over.

15. Notices. Lessor may serve any notice, required or desired to be given hereunder, on Lessee personally, or by sending the same through the United States mail, postage prepaid, to the address of Lessee specified herein.

16. Entire Agreement. The within lease constitutes the entire agreement between the parties and recites the entire consideration given and accepted by the parties, and no representations not expressed herein or endorsed herein have been made by either party or their agents.

17. Successors and Assigns. Each and all of the provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors or assigns of Lessor, and the heirs, executors and administrators of Lessee, and upon the assigns of Lessee, if any assignment has been made with the consent in writing of Lessor.

18. Waiver. Waiver by Lessor of any breach of any term or condition of this lease shall not constitute a waiver of subsequent breaches. Time is expressly made of the essence in connection with the payment of the rent called for herein and the performance of any of the terms and conditions of this lease by Lessee.

19. Furnishings. The following items of furnishings are included herein:
_____ [here list].

20. RULES AND REGULATIONS GOVERNING TENANCY IN THE APARTMENT BUILDING

1. Dogs, cats, parrots and other birds or animals are not permitted on or in the premises without the prior written approval of Lessor.
2. Children are not to play or be unnecessarily in the halls, entrances or on stairways.
3. In consideration of others, tenants or their guests are not to make any disturbing noise at any time before 9:00 A.M. or after 10:30 P.M. Singing, playing on a musical instrument or loud operation of a television set or radio is not permitted, if disturbing to other tenants.
4. No loud talking, unnecessary noises or boisterous conduct is permitted at any time.

5. Television antennae may not be placed on the roof without the written consent of Lessor and must be installed and removed only by a licensed television installer. Upon removal of television antennae, tenant will be held liable for any damage to the roof.
6. No sign, advertisement, notice, door-plate or other similar device shall be inscribed, painted, engraved or affixed to any part of the outside or inside of said premises.
7. Nails, tacks, brads, or screws shall not be driven into the woodwork, walls or floors of said premises, nor shall there be any boring or marring of the woodwork or plastering, without the prior written consent of Lessor.
8. The use of gasoline or other similar combustibles for cleaning or for other purposes is strictly prohibited. Lessee shall so use the premises so as not to cause any increase in the insurance rates.
9. Garbage cans, milk bottles, brooms, mops, and similar articles must be kept inside and out of view. Hang nothing on fences or hedges.
10. Use separate container for combustible rubbish and separate container for tin cans. Upon inquiry, the management will be glad to inform you of collection days.
11. The work of the custodian, janitor, or employee shall not be interfered with by tenants. The heating apparatus, heat controlling apparatus, elevators, or any portion of the building shall not be tampered with.
12. No right of storage is given by the lease. Upon request a limited amount of storage space may be provided by the Lessor at Lessee's risk.
13. Lessee shall pay for broken, damaged or missing articles furnished by Lessor and for damages caused by them, their guests or family to the building, its fixtures, furniture or equipment.
14. Lessor will not be responsible for loss of property of Lessee, their guests, or families through theft or otherwise.
15. Any drape or curtain rod bracket or track or any blind or venetian blind, or any other article, affixed by Lessee to the premises shall become part of the realty of Lessor and shall not be removed by Lessee without the prior written consent of Lessor.

21. RULES AND REGULATIONS GOVERNING USE OF APARTMENT SWIMMING POOL

1. Children will not be permitted to use the pool.

2. Persons not able to swim well shall use the shallow end only and notice is hereby given that there is a limited shallow area which drops off abruptly.
3. Care shall be exercised in the use of the pool ladders.
4. No running around the pool or playing upon the ladders or sides thereof is allowed.
5. There shall be no diving from balconies or other elevated places.
6. The pool is to be used only between the hours of 8:00 A.M. and 9:00 P.M. on weekdays, and 10:00 A.M. to 9:00 P.M. on Sundays.
7. No intoxicated person, or persons having an infectious disease, shall use the pool.
8. There shall be no loud or boisterous conduct or "horseplay" in and about the pool.
9. There shall be no throwing of foreign matter or debris into the pool, and all tables, chairs and other furniture and equipment used about the pool shall be left clean and free of debris.
10. All persons swim in, and use, the pool at their own risk.
11. The management reserves the right to exclude any and all undesirable, non-conforming, and ineligible persons from the use of the pool.
12. No person shall remove any of the posts or unlink any of the chains or guard rails surrounding the pool.
13. The pool is reserved for the exclusive use by tenants of Lessor and shall not be used by guests of tenants without express prior permission from the management.
14. Bobby pins and hair pins shall be removed from hair and sun tan oils shall be removed from body before using pool. Women must wear bathing caps.
15. Bathers shall bathe or shower thoroughly before using pool.
16. The pool may not be used while it is being serviced or is in the process of repair.

22. YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,

WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

23. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof, the parties hereto have executed this lease the day and year first above written.

[Signatures]

2.14 Garage Apartment Lease.

LANDLORDS:

TENANT:

DATE:

In consideration of their mutual promises made in this Lease, the Landlords and Tenant hereby agree as follows:

1. Description. Landlords lease to Tenant, and Tenant leases from Landlords, the apartment over the garage having the address of _____, _____, _____ County, Florida. The apartment

includes a refrigerator, range, water heater and air conditioner and also includes the furnishings on the attached inventory.

2. Term. The initial term of this lease is from the _____ day of _____, 20____, through the _____ day of _____, 20____. Upon expiration of that initial term, this lease will automatically renew and continue thereafter from calendar month to calendar month until either Landlord or Tenant gives written notice of termination to the other. Such written notice must be given at least fifteen (15) days before the end of the calendar month. In addition, Landlords may cancel this lease at any time by notice to Tenant if any information given by Tenant on the Rental Application is false or misleading.

3. Rent. The Tenant shall pay Landlords as rent for the initial term the sum of \$_____, plus sales tax, if applicable, and shall thereafter pay rent of \$_____, plus sales tax, if applicable, each month during renewal terms of this lease. Rent for the initial term is due upon signing this lease, and rent for each monthly renewal term is due in advance on the first day of each month. Tenant shall pay Landlords a late charge of \$10.00 if rent is not paid on the first.

4. Deposits. Tenant shall pay to Landlords upon execution of this lease a damage security deposit of \$_____ and a last month's rent deposit of \$_____. Landlords shall keep the deposits in a separate account. Any interest earned on the deposits shall be added to the deposits. If Tenant surrenders the apartment before the lease expires, then Tenant shall forfeit both the damage security deposit and the last month's rent deposit. If Tenant is liable for damage to the apartment, equipment or furnishings in an amount greater than the damage security deposit, then Landlords may also apply the last month's rent deposit to cover the excess. Tenant shall still be personally liable for any damage not covered by the two deposits. If there is no damage to the apartment, equipment or furnishings for which Tenant is responsible, then the last month's rent deposit shall be applied toward the rent due the last month; otherwise, it shall be held with the damage security deposit. Landlords may apply the damage security deposit to any damage claims against Tenant. Landlords shall refund to Tenant the damage security deposit, or unused portion of it, if any, within fifteen days after the Tenant surrenders possession of the apartment to Landlords at the expiration of this Lease.

5. Utilities. Landlords shall pay for municipal water, sewer and garbage service. Tenant shall pay for all other utilities, including but not limited to electricity and telephone. If Tenant fails to pay any utility bill when due, Landlords may pay it (but they are not required to pay it) and recover it from Tenant or from Tenant's damage security deposit or last month's rent deposit. Tenant shall immediately re-deposit with Landlords any amount recovered by Landlords from those deposits.

6. Alterations. Tenant shall not alter, repair, modify or improve any part of the apartment without the prior written consent of Landlords, it being understood that the apartment is part of the grounds on which Landlords reside and intend to restore and remodel.

7. Condition of Apartment. Tenant accepts the apartment at the beginning of the lease term and acknowledges that it is in good condition and repair, and Tenant agrees to keep it clean and to maintain it in such good condition and repair, and Tenant agrees to surrender the apartment, appliances and furnishings to the Landlords at the end of the lease term in the same condition, allowing for reasonable use and wear. Tenant shall not damage any part of the apartment, equipment or furnishings, nor allow anyone else to do so, and Tenant agrees to pay Landlords if any damage does occur. Tenant shall at all times take precautions to protect the apartment, appliances and furnishings from damage, including damage by rain, wind and other elements. Tenant shall not affix picture hangers or other hanging devices on any wall without Landlord's written consent.

8. Repairs. Landlords shall keep the apartment and appliances in repair, except for damage for which Tenant is responsible. Tenant shall immediately inform Landlords of any problem, defect or damage in the apartment, equipment or furnishings.

9. Use. Unless Landlords agree in writing otherwise, only the Tenant may reside in the apartment. Tenant shall not use the apartment for any unlawful purpose nor for any purpose other than a dwelling. Tenant shall not use the apartment in any way that would be hazardous or increase Landlords' insurance premiums on the building. Tenant shall not allow any nuisance to exist in the apartment. Tenant shall respect the rights of others who reside in the neighborhood. Tenant shall follow, respect and obey all rules and regulations that Landlords may adopt with respect to the apartment.

10. Parking and Grounds. Tenant shall cooperate with Landlords with regard to parking so that no one is caused unnecessary inconvenience. Landlords may allow Tenant to park one car on the grounds, but may withdraw their consent at any time in which case Tenant may not park on the grounds. No right to parking is granted by this lease. Tenant shall not block Landlord's garage doors. Tenant shall not store any boat or other personal property on the grounds.

11. Casualty. If the apartment becomes untenantable due to fire or other casualty, then at either party's option, this lease may be terminated. Landlords carry no insurance for the benefit of Tenant. Tenant is encouraged to obtain insurance against property damage and liability for Tenant's own protection as well as any other insurance that Tenant's own insurance agent advises.

12. No Assignment. Tenant may not sublease or assign this lease or any part of it.

13. Remedies. If Tenant defaults on this lease by failing to pay rent when due or by breaching any other provision of this Lease, then Landlords shall have each of the following remedies in addition to any other remedies provided under this Lease or by law:

(a) Landlords may re-enter the apartment after notifying, or attempting to notify Tenant, and may remove Tenant's property and have it stored in a public warehouse or elsewhere at Tenant's expense.

(b) Landlords may terminate this Lease upon at least three days' written notice of such termination to Tenant.

(c) Landlords may relet the apartment for any term without terminating the lease, in order to attempt to keep their losses caused by Tenant's default to a minimum.

14. Abandonment. Tenant shall at all times attend to the apartment. Tenant breaches this lease if it abandons the apartment. Landlords may conclusively presume the apartment abandoned if Tenant fails to either occupy the apartment or communicate with Landlords for a continuous period of ten days.

15. Entry. In addition to other rights allowed by law, Landlords and their agents shall have the right to enter the apartment at reasonable times to inspect and repair the apartment, equipment and furnishings. Landlords shall attempt to inform Tenant prior to entry. Landlords shall have a key to the apartment. Tenant may not change the locks without Landlord's prior written consent.

16. Notice. Any notice to Tenant shall be considered delivered if (a) sent by U.S. mail to the apartment address, or (b) personally delivered to Tenant, or (c) posted on the apartment door. Any notice to Landlord shall be personally delivered to Landlord or sent by U.S. mail to Landlords at _____, _____, Florida _____.

17. Key. Landlords have given Tenant one key to the apartment. Tenant agrees not to duplicate the key. Tenant agrees to notify Landlord if Tenant loses the key. Tenant shall return the key to Landlords on the last day of the lease term. If Tenant loses the key or if Tenant fails to return the key to Landlords, then Landlords may have the apartment lock changed and charge the expense to Tenant's deposits.

18. Miscellaneous. If Landlords waive any breach or default of Tenant, Landlords shall not be estopped to enforce any subsequent or other breach or default. This Lease may not be amended or modified in any way except by written agreement between Landlords and Tenant.

19. YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

20. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have signed this Lease on the day and year first above written.

Landlords:

Tenant:

2.15 Condominium Lease — Short Form.

This Lease made on the date hereinafter set forth by and between _____, owner of _____, hereinafter called the Lessor, and _____ of _____ hereinafter called the Lessee.

Witnesseth, That in consideration of the sum of _____ Dollars paid by the Lessee _____, which said sum is hereby acknowledged to have been received as part payment of rents accruing under this Lease, and in the further consideration of the covenants, agreements and conditions herein contained, on the part of the Lessee _____ to be kept, done and performed, the said Lessor does hereby lease to the Lessee _____ of _____ Condominium Unit No. _____ of _____, a Condominium, according to the Declaration of Condominium thereof recorded in _____ County, Florida, located at _____, together with the exclusive right to use storage bin number _____ and parking space number _____.

To have and to hold the same for the full term of _____ from the _____ day of _____, 20____, to the _____ day of _____, 20____, the said Lessee _____ yielding and paying to the Lessor therefor the total rent of _____ Dollars.

And the said Lessee _____ covenant _____ with the Lessor to pay said rent in advance in _____ payments, the first payment of _____ Dollars on the _____ day of _____, A.D., 20____, which said sum has been paid and acknowledged herein, and the remaining payments as follows: _____.

And the said Lessee _____ covenant _____ with Lessor _____ to pay any and all condominium common area and facilities maintenance payments for the terms of this Lease. Said payments are presently in the amount of \$ _____ per month and are payable to _____ at _____.

Lessee agrees to pay for any additional increases in said common area and facilities maintenance costs that may occur during the term of this lease.

The following utilities are at the sole expense of the Lessee: _____.

It is agreed between the parties hereto that the unit has been rented in good order and repair. The Lessee _____ acknowledge(s) that _____ has/have inspected the unit, and the unit is in good order except as otherwise noted this day in writing to the Lessor.

And the said Lessee _____ further covenant _____ and agree _____ not to use or permit to be used the premises leased for any illegal, immoral, or improper purposes; not to make nor permit any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort and peace of any of the inhabitants of said building or its neighbors or in any other way to annoy the tenants of other Units, and the Lessor does hereby reserve the right to terminate this lease at any time this condition is permitted to exist; nor to assign this lease nor sub-let any part of the premises here leased, except with the written consent of the owner; nor to use said premises for any other purpose than as a private dwelling for the members of _____ family; to pay the cost of repairing all damage to the apartment occasioned by the Lessee _____ or any of _____ family; and especially the cost of removing foreign substances from toilets and sinks.

And the Lessee agrees to lease the above described premises subject to terms and conditions as recorded in the Declaration of Condominium and exhibits attached thereto recorded in O.R. Book _____, page _____, Public Records of _____ County, Florida, and subject to the Bylaws and Rules and Regulations of the Association of Unit Owners by whatever name or term it is addressed.

And the Lessee _____ hereby covenant _____ and agree _____ that if default is made in the payment of rent as above set forth or any part thereof, or if said Lessee _____ or _____ family shall violate any of the covenants, agreements and conditions of this lease, then the Lessee _____ shall become a tenant at sufferance, hereby waiving all right of notice to vacate said premises, and the Lessor shall be entitled to re-enter and retake possession immediately of

the demised premises, and the entire rent for the rental period next ensuing shall at once be due and payable and may forthwith be collected as provided by law; and will at the end of the term without demand quietly and peaceably deliver up the possession of said premises in as good condition as they now are (ordinary wear and the decay and damage by fire or the elements only excepted).

And the Lessor, upon performance of said covenants, agreements and conditions by said Lessee _____ hereby covenants that the said Lessee _____ shall have the quiet and peaceable enjoyment of said premises, herein reserving the right to inspect said premises so often as shall be deemed necessary and to show the apartment at reasonable hours to prospective tenants during the thirty days next prior to the expiration of this lease.

If this lease is executed by more than one person or entity as Lessee, then and in that event all the obligations incurred by the Lessee under this lease shall be joint and several.

RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Witness our hands and seals to this and another instrument of like tenor this _____ day of _____, 20____.

Lessor:

Lessee:

2.16 Condominium Apartment Lease — With Purchase Option.

LANDLORD:

Address:

TENANT:

DATE:

In consideration of their mutual promises made in this lease, the Landlord and Tenant hereby agree as follows:

1. **Description.** Landlord leases to Tenant, and Tenant leases from Landlord, the condominium apartment described as follows with the following appliances and furnishings:

Street Address:

City, County, State & Zip:

Legal Description:

Appliances:

Furnishings (if none, state "None"):

2. **Term.** The term of this lease is _____ years, beginning the _____ day of _____, 20____, and ending at midnight on the _____ day of _____, 20____. At the expiration of the term, this lease will automatically renew from year to year unless either party gives the other party at least sixty (60) days' written notice prior to the expiration of the term.

3. **Rent.** The rent is payable in monthly installments of \$_____ each month during the initial and renewal lease terms. Rent is due and payable in advance on the first day of each month. In addition to causing a breach of this lease, any rent not paid when due shall bear a delinquency charge of \$10.00. Landlord may deduct unpaid rent and delinquency charges from the deposits described below.

4. **Deposits.** Tenant shall pay to Landlord upon execution of this lease a damage security deposit of \$_____ and a last month's rent deposit of \$_____. Landlord shall keep the deposits in a separate account. Any interest earned on the deposits shall be added to the deposits. If Tenant surrenders the apartment before the lease expires, then Tenant shall forfeit both the damage security deposit and the last month's rent deposit. If Tenant is liable for damage to the apartment, appliances or furnishings (if any) in an amount greater than the damage security deposit, then Landlord may also apply the last month's rent deposit to cover the excess. Tenant shall still be personally liable for any damage not covered by the two deposits. If there is no damage to the apartment, appliances or furnishings (if any) for which Tenant is liable, then the last month's rent deposit shall be applied toward the rent due the last month; otherwise, it shall be held with the damage security deposit. Landlord may apply the damage security deposit to any damage claims against Tenant. Landlord shall refund to Tenant the damage security deposit, or unused portion of it, if any, within fifteen days after the Tenant surrenders possession of the apartment to Landlord at the expiration of this lease.

5. **Utilities.** Tenant shall pay for all utilities, including but not limited to municipal water, sewer and garbage service, electricity and telephone. If Tenant fails to pay any utility bill when due, Landlord may pay it (but Landlord is not required to pay it) and recover it from Tenant or from Tenant's damage security deposit or last month's rent deposit. Tenant shall immediately re-deposit with Landlord any amount recovered by Landlord from those deposits.

6. **Alterations.** Tenant shall not alter, modify or improve any part of the apartment without the prior written consent of Landlord.

7. **Condition of Apartment.** Tenant accepts the apartment at the beginning of the lease term and acknowledges that it is in good condition and repair, and Tenant agrees to surrender the apartment, appliances and furnishings (if any) to the Landlord at the end of the lease term in the same condition, allowing for reasonable use and wear. Tenant shall not damage any part of the apartment, appliances or furnishings (if any), nor allow anyone else to do so, and Tenant agrees to pay Landlord full replacement value if any damage does occur.

8. **Repairs.** Tenant shall keep the apartment, appliances and furnishings (if any) in good condition and repair. Tenant shall immediately inform Landlord of any problem, defect or damage in the apartment, appliances or furnishings (if any).

9. **Use.** Unless Landlord agrees in writing otherwise, only the Tenant named above may reside in the apartment. Tenant shall not use the apartment for any unlawful purpose nor for any purpose other than a dwelling. Tenant shall not allow any nuisance to exist in the apartment. Tenant shall respect the rights of others who reside in the neighborhood.

10. **Casualty.** If the apartment becomes untenable due to fire or other casualty, then at either party's option, this lease may be terminated. Landlord carries no insurance for the benefit of Tenant. Tenant is encouraged to obtain insurance against property damage and liability for Tenant's own protection as well as any other insurance that Tenant's own insurance agent advises.

11. **Assignment.** Tenant may not sublease or assign this lease or any part of it unless Landlord consents in writing prior to the sublease or assignment.

12. **Remedies.** If Tenant defaults on this lease by failing to pay rent when due or by breaching any other provision of this lease, then Landlord shall have each of the following remedies in addition to any other remedies provided under this lease or by law:

(a) Landlord may re-enter the apartment after notifying, or attempting to notify Tenant, and may remove Tenant's property and have it stored in a public warehouse or elsewhere at Tenant's expense.

(b) Landlord may terminate this lease upon at least three days' written notice of such termination to Tenant.

(c) Landlord may relet the apartment for any term without terminating the lease, in order to attempt to keep Landlord's losses caused by Tenant's default to a minimum.

13. **Abandonment.** Tenant breaches this lease if Tenant abandons the apartment. Landlord may conclusively presume the apartment abandoned if Tenant fails to either occupy the apartment or communicate with Landlord for a continuous period of fourteen days or more.

14. **Entry.** In addition to other rights allowed by law, Landlord and its agents shall have the right to enter the apartment at reasonable times to inspect and repair the apartment, appliances and furnishings (if any), or to show the apartment to prospective renters or purchasers. Landlord shall attempt to inform Tenant prior to entry. Landlord shall have a key to the apartment. Tenant may not change the locks without Landlord's prior written consent.

15. **Notice.** Any notice to Tenant shall be considered delivered if (a) sent by U.S. mail to the apartment address, or (b) personally delivered to Tenant, or (c) posted on the apartment door.

Any notice to Landlord shall be personally delivered to Landlord or sent by U.S. mail to Landlord at Landlord's address shown above.

16. Condominium. Tenant shall comply with and abide by all rules and regulations of the condominium association, as well as use restrictions and other provisions set forth in the declaration of condominium and its amendments and the articles of incorporation of the condominium association and its by-laws. This lease may be subject to approval by the condominium association in accordance with the documents described above.

17. Indemnification. Tenant agrees to indemnify and hold harmless the Landlord for any damages or claims arising out of Tenant's use of the apartment or relating to the apartment in any other way.

18. Purchase Option. If Tenant has complied with all provisions of this lease and has not defaulted in any way, then Tenant shall have the option to purchase the apartment from Landlord at the end of the entire initial term only. This option shall not apply to renewal terms. This option must be exercised at least sixty (60) days before the end of the initial term of this lease. If it is not exercised by then, then this option shall be void and unenforceable. This option may be exercised only by Tenant and is not assignable. The only method to exercise this option is for Tenant to give written notice of exercise of this option to Landlord within the above-specified time period and by paying Landlord a \$ _____ deposit on the purchase price. The purchase price shall be determined by the Landlord. If Tenant decides that the price is too high, then to assure that Landlord sets the purchase price in good faith, the Landlord shall not sell the apartment at a lower price to anyone other than Tenant for sixty days after Tenant gives notice to Landlord that Tenant refuses the option since the price is too high, which such notice must be given within five days after Landlord sets the purchase price. The terms of sale shall be as follows, which shall be put into a written contract if the option is exercised: the balance of the purchase price shall be paid in cash at closing, except that Landlord may, at its discretion, be willing to finance up to eighty percent (80%) of the purchase price to be secured by a mortgage on the apartment; Tenant shall pay for all closing costs except title insurance; Landlord shall convey title by warranty deed and shall furnish title insurance; Tenant shall continue to pay rent until closing; closing shall be held within sixty (60) days after expiration of the initial lease term.

19. Miscellaneous. If Landlord waives any breach or default of Tenant, Landlord shall not be estopped to enforce any subsequent or other breach or default. This lease may not be amended or modified in any way except in a writing signed by Landlord and Tenant.

20. Statutory Notice. YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE,

WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

21. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have signed this lease on the _____ day of _____, 20____.

Landlord:

Tenant:

2.17 Lease With Option to Purchase.

LEASE AGREEMENT made as of the _____ day of _____, 20____, between _____, of _____, Florida, hereinafter called "LESSOR", and _____, hereinafter called "LESSEE".

1. **Description of Premises.** Lessor leases to Lessee, and Lessee leases from Lessor, the real property, which is hereinafter called the "premises", legally described as _____, _____ County, Florida, and all rights appurtenant thereto, including any condominium association rights and common elements rights. The premises also include the presently-existing range, oven,

refrigerator, dishwasher, garbage disposal, clothes washer/dryer, hot water heater, central heating and air conditioning, ceiling fans, lighting fixtures, window blinds, and all other equipment, appliances, and fixtures now located on the premises, all of which are included in the meaning of the word "premises".

2. **Term.** The term of this lease is _____ (_____) years, beginning _____, 20____, and continuing thereafter from month to month in accordance with Paragraph 12 (Automatic Renewal) hereof.

3. **Rent.** The monthly rent under this lease is \$_____. Lessee shall pay Lessor the sum of \$_____ on or before _____, 20____, as rent for the first month. Lessee shall thereafter pay Lessee the monthly rent on the first day of each month during the term of the lease. Lessee has paid Lessor a damage security deposit of \$_____ receipt of which is hereby acknowledged by Lessor, as a deposit to be held by Lessor towards any damage to the premises for which Lessee is found to be legally liable.

4. **Use of Premises, Generally.** The premises are leased to be used as a dwelling, and Lessor warrants and represents that the premises are and will remain habitable and tenantable during the term of the lease. Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of, the premises for any unlawful purpose.

5. **Payment of Utilities.** Lessee shall pay for electricity and telephone and other utilities furnished to the premises during the term of this lease. Lessor shall pay for all other utilities and for any condominium maintenance fees or assessments.

6. **Repairs and Maintenance.** Lessor, at its expense, shall maintain and keep the premises, including but not limited to the appliances, equipment and fixtures, in good condition and repair at all times during the term of this lease.

7. **Partial Destruction of Premises.** If the premises are either totally or partially destroyed by fire or other casualty, then Lessee may terminate this lease by giving written notice to Lessor within thirty (30) days after such casualty. If Lessee does not give such notice, or if Lessee gives notice that the lease will not be so terminated, then Lessor shall repair the premises if such repairs can be made in conformity with local, state and federal laws and regulations within thirty (30) days of the partial destruction. Rent for the premises will be reduced proportionately to the extent to which the repair operations interfere with the normal use by Lessee. If the repairs cannot be so made within the time permitted, either party hereto has the option to terminate this lease by giving written notice to the other party.

8. **Taxes and Assessments.** Lessor shall pay all state, city and county taxes that may be assessed on the premises during the entire term of this lease, before they become delinquent. Lessor also agrees to pay all liens and assessments against the premises as they arise.

9. Lease Applicable to Successors. This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, and legal representatives of the parties.

10. Time of Essence. Time is of the essence of this lease.

11. Effect of Eminent Domain Proceedings. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee will not terminate this lease unless Lessee, at its option, terminates it by giving written notice of termination to Lessor. The effect of such condemnation, should such option not be exercised, will be to terminate the lease as to the portion of the premises condemned, and leave it in effect as to the remainder of the premises. Lessee's rental for the remainder of the lease shall in such case be reduced by the amount that the usefulness of the premises to Lessee is reduced.

12. Automatic Renewal. This lease shall automatically renew from month to month after the initial term unless either party gives written notice to the other party at least thirty (30) days before the expiration of any monthly term of its intention that the lease not renew.

13. Option to Purchase. In consideration of the sum of Ten Dollars, receipt of which is hereby acknowledged by Lessor, and in consideration of Lessee entering into this lease, and for other valuable consideration, receipt of which is hereby acknowledged by Lessor, Lessor hereby grants to Lessee the option to purchase the premises for a purchase price equal to the lesser of \$_____. This option may be exercised, if at all, by Lessee giving written notice of exercise to Lessor at any time during the term of this lease. Upon exercise of the option to purchase, the parties shall be deemed to have entered into a binding contract for sale and purchase of the premises, the terms of which shall be the terms set forth in this paragraph together with those set forth in the attached form of contract for sale and purchase labelled Exhibit "A". Lessor shall provide Lessee with a title insurance commitment within twenty (20) days after the date of exercise of the option. The closing shall take place within forty-five (45) days after the date of exercise of the option. Rent paid under this lease shall not be credited to the purchase price; but the rent shall only be due up to the day of closing and the security deposit shall be applied as a credit to Lessee. The parties represent to each other that there is no broker in this transaction.

14. Amendment. This lease may be amended by mutual written agreement signed by both of the parties.

15. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

Lessor:

Lessee:

[Attach form of sales contract, to apply if option is exercised]

CHAPTER 3. NONRESIDENTIAL LEASES

3.1 Commercial Lease.

LEASE entered into as of the _____ day of _____, 20____, between _____, of _____, hereinafter called "Lessor", and _____, of _____, hereinafter called "Lessee".

IN CONSIDERATION of their mutual promises made herein, the parties hereby agree as follows:

1. **Leased Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following premises located in _____ County, Florida:

[Type description here; for example]

The first floor of the building (the "building") located at _____, _____, Florida, which building is legally described as _____.

The leased property is hereinafter called the "leased premises" or the "demised premises" or the "leased property."

2. **Term.** The term of this lease shall be for _____ years commencing on _____, 20____, and continuing until midnight on _____, 20____, unless sooner terminated as set forth herein.

3. **Rent and Security Deposit.** The Lessee agrees to pay the Lessor as rent for the first year of the term of this lease the sum of \$_____, payable in equal monthly installments of \$_____ a month in advance, the first such installment being payable upon the execution of this lease, and the balance of such installments being payable on the first day of each month thereafter for eleven months; and Lessee agrees to pay Lessor as rent for the second year of the term of this lease the sum of \$_____ payable in equal monthly installments of \$_____ a month in advance, commencing on _____, 20____, and continuing on the first day of each month thereafter for the balance of the lease term. In addition, Lessee shall pay sales tax on all rent and other amounts upon which sales tax may be due. Lessee shall also pay to Lessor upon signing this lease the additional sum of \$_____ as a security deposit to be held by Lessor and applied to any damage or other amounts due Lessor from Lessor which is not paid when due. If Lessor uses said security deposit, Lessee shall immediately restore said security deposit upon demand by Lessor. If Lessor does not use said security deposit and if Lessee complies with all provisions of this lease, Lessor shall return the security deposit to Lessee within thirty days after the lease expires and Lessee surrenders possession of the leased premises to Lessor.

4. Use of Premises. The premises are leased to Lessee solely for the following use and no other use may be made of the premises during the term without the prior written consent of the Lessor: _____; provided however, notwithstanding the generality of the foregoing uses, the nature of use may not be changed upon an assignment of this lease without the express written consent of Lessor.

5. Utilities. Lessee shall pay for all utilities to the leased premises, including but not limited to water, sewer, trash collection, steam, heat, gas, hot water, fuel oil, electricity, light, power and telephone. If any of such utilities are shared with other parts of the building then in use, such expenses shall be shared on a pro rata basis, and both Lessee and Lessor (or other tenants in place of Lessor) shall promptly pay their pro rata share so that the bills for such expenses are not delinquent; and upon request, Lessee shall promptly remit to Lessor its pro rata share of such expenses. If Lessee fails to pay any such utility charge before it becomes delinquent, Lessor may (but is not required) pay said utility charge, in which case Lessee shall immediately reimburse Lessor for such payment and shall pay interest thereon at the rate of eighteen percent (18%) per annum.

6. Observance of Laws and Ordinances. Lessee agrees to observe, comply with, and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers which relate to its use or occupancy of the demised premises, and of which Lessee has knowledge.

7. Assignment or Subletting. Lessee shall not assign, transfer, license, or sublease this lease or any part of it without the Lessor's prior written consent, which consent shall not be unreasonably withheld.

8. Alterations and Improvements. Except for the improvements to be made by Lessee as set forth herein, Lessee shall not make any alterations, modifications or improvements to the leased property without the prior written consent of the Lessor. Any alterations, modifications or additions to said property shall become the property of the Lessor upon the termination of this lease. The restrictions of this paragraph shall not apply to normal maintenance of the leased property, but shall apply to any structural change or other change which changes the architecture or purpose of the property, or which annexes a fixture to any part of the leased property which cannot be removed without damage thereto. Lessee shall have no power or authority to permit mechanics' or materialmen's liens to be placed upon the leased property in connection with maintenance, alterations or modifications.

9. Risk of Loss. All personal property placed or moved into the premises shall be at the sole risk of the Lessee or owner thereof. The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the act or omissions of Lessor, its agents, servants or employees or of persons occupying adjoining premises or any part of the

premises adjacent to or connected with the premises hereby leased or any part of the building which the leased premises are a part of for any loss or damage (including but not limited to loss or damage resulting to the Lessee or its property from bursting, stopped-up or leaking water, gas, sewer or steam pipes), unless the same is due to the negligence of the Lessor.

10. **Right of Entry.** The Lessor, or any of its agents, shall have the right to enter said premises during all reasonable hours, to examine the same or to exhibit said premises or to inspect said premises.

11. **Restoring Premises to Original Condition.** Lessee hereby accepts the premises in the condition they are in at the beginning of this lease; Lessee agrees to improve the leased premises as set forth herein; and Lessee agrees to maintain said premises in the same order and repair as they are in after the improvements are made for the duration of the term of the lease and to return the premises in said condition at the expiration of the term, excepting only reasonable wear and tear arising from the use thereof under this agreement and excepting alterations, improvements, or modifications to the leased premises to which Lessor consented under this lease. The Lessee agrees to pay Lessor immediately upon demand for any damage to the building caused by any act or neglect of Lessee or its employee, agent, servant, invitee, or guest.

12. **Hazard insurance.** Each of the parties hereto shall obtain its own separate hazard insurance policy in such amounts and with such coverages and on such terms as each of them may desire. Lessor's hazard insurance shall not provide any coverage for Lessee.

13. **Maintenance.** Lessee shall maintain the entire leased premises in good repair and condition at all times, except that the Lessee shall not be called on to make any such repairs occasioned by the negligence of the Lessor, its agents, invitees, or employees, which repairs shall be the obligation of the Lessor. Lessee shall keep the leased premises in a clean, sanitary and safe condition in accordance with all applicable laws, rules and ordinances and in accordance with all directions, rules and regulations of governmental agencies having jurisdiction. The plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substances of any kind should be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this provision by Lessee shall be borne by the Lessee. In the event Lessor pays any monies required to be paid by Lessee hereunder, Lessor shall demand repayment of same from Lessee and Lessee shall make payment within ten (10) days of receipt of said demand.

14. **Liability Insurance.** The Lessee covenants to provide on or before the commencement date of the term of this lease, and to keep in force during the term of this lease, a comprehensive liability insurance policy insuring the Lessor and Lessee against any liability whatsoever occasioned by accident on or about the demised premises or any appurtenances thereto. Such policy shall be written by an insurance company with a Best rating of AAA, with coverage limits of no less than _____ Thousand Dollars (\$_____,000.00) in respect to any one person, and _____ Thousand Dollars (\$_____,000.00) in respect to any one accident, and _____

Thousand Dollars (\$_____,000.00) for property damage. Certificates of insurance for all applicable coverages, together with evidence of payment therefor, shall be delivered to Lessor immediately upon request. Lessee shall renew said policies not less than thirty (30) days prior to the expiration date thereof from time to time, and furnish said certificates and receipted invoices of payment therefor to Lessor.

15. Safety and Insurance. The Lessee shall comply with all safety engineering recommendations and requirements due to city, county, state, federal or insurance company regulations that might affect the insurability in any manner of the Lessor or any Lessee in the premises.

16. Destruction. In the event that the leased premises shall be destroyed, in whole or in part, or rendered otherwise untenable because of fire or other casualty, the rent hereunder shall abate during that period which is required by Lessor to restore the leased property to its proper condition. In the event that the Lessor advises the Lessee that the leased property cannot be restored to its proper condition within ninety (90) days, the Lessee hereunder shall have the option to terminate this lease by giving notice to said Lessor in writing within thirty (30) days from the date of the damage to the leased premises; but if Lessee does not so elect, then this lease shall continue; provided however, if the cost of restoring the leased property to its proper condition is greater than \$_____, then even if the restoration can occur within ninety (90) days, the Lessor shall have the right to terminate this lease by giving notice to Lessee in writing.

17. Eminent Domain. If the whole or any part of the leased premises are taken by any public authority under power of eminent domain, then the term of this lease shall cease on the part so taken from the day the title or possession of the part shall be acquired by the public authority and the rent shall be paid up to that day and if such portion of the leased premises is so taken as to destroy the usefulness of the remaining premises for the purpose for which the premises were leased, then for a period of thirty days from that day the Lessee shall have the right to either terminate this lease or to continue in possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. The parties agree that the Lessee shall not be entitled to any damages of Lessor by reason of the taking of this leasehold.

18. Subordination. This lease and the rights of the Lessee hereunder are hereby made subject and subordinate to all bona fide mortgages now or hereafter placed upon the said premises by the Lessor; provided however, that such mortgages will not cover the equipment, furniture or furnishings owned by the Lessee. The Lessee further agrees to execute any instrument of subordination which might be required by any mortgagee of the leased premises.

19. Default; Remedies.

(a) The Lessee further covenants that, if default shall be made in the payment of rent (time being of the essence of this lease) or if the Lessee shall violate any of the provisions or covenants of

this lease, then the Lessor may, at its option, (i) terminate this lease and the Lessee shall become tenant at sufferance, hereby waiving all right of notice, and the Lessor shall be entitled immediately to re-enter and re-take possession of the leased property; or (ii) the Lessor may alternately avail itself of any other remedy provided by law or equity, or available under the following paragraph as if the leased property were vacated. Lessor shall be entitled to recover its reasonable attorney's fees from Lessee.

(b) In case the leased property shall be deserted or vacated, the Lessor shall have the right and authority (i) to re-enter the premises, either by force or otherwise, without being liable for any prosecution or claim therefor, and to hold said leased property as if this lease had not been made, and, upon such re-entry, the estate hereby created shall be at an end; or (ii) at the option of the Lessor, to be exercised by written notice mailed to the Lessee at its address shown above, or such other place as the Lessee shall designate in writing, the Lessor may re-enter the premises as the agent of the Lessee, either by force or otherwise, without being liable to any prosecution or claim therefor, and may relet the leased property as the agent of the Lessee and receive the rent therefor and apply the same to the payment of the rent due hereunder, holding the Lessee liable for any deficiency; or (iii) the Lessor may, at its option, terminate this lease by giving the Lessee thirty (30) days' written notice of such intention served upon the Lessee or left upon the leased property and the term hereof shall absolutely expire and terminate immediately upon the expiration of said thirty (30) day period, but the Lessee shall nevertheless and thereafter be liable to the Lessor for any deficiency between the rent due hereunder for the balance of the term of this lease and the fair rental value of the leased property for the balance of said term.

(c) The Lessor, at its option, may terminate this lease under the procedure set forth in subparagraph (a) above upon the occurrence of any of the following events: an assignment by Lessee for the benefit of creditors; or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee bankrupt or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; or the appointment of a receiver of the assets of Lessee; or the bankruptcy of the Lessee. Each of the foregoing events shall constitute a default by Lessee and breach of this lease.

20. Miscellaneous.

(a) The Lessor shall have the unrestricted right of assigning this lease at any time, and in the event of such assignment, the Lessor shall be relieved of all liabilities hereunder.

(b) This contract shall bind the Lessor and its heirs and the Lessee and its heirs.

(c) It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

(d) It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee.

(e) The rights of the Lessor under this lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

(f) It is hereby understood and agreed that Lessee shall not use, post or exhibit any signs in connection with the premises hereunder, except such signs as are approved in writing by Lessor.

(g) It is hereby agreed that if any installment of rent or any other sum due from Lessee is not received by Lessor when due, Lessee shall pay to Lessor a late charge of \$_____.

21. **Subrogation.** The Lessor and Lessee hereby mutually release and discharge the other of and from all suits, claims or demands whatsoever, for loss or damage to the leased property of the other, arising from fire or the perils insured against under extended coverage caused by or occurring through or as a result of any acts or omissions, whether negligent or otherwise, of the parties, their agents, servants or employees, and each of said parties does further agree that each will cause its policies of insurance for fire and extended coverage to be so endorsed as to waive any rights of subrogation which would be otherwise available to the insurance carriers, by reason of any said loss or damage. Nothing contained herein shall in any way be construed as a waiver or release by the Lessor of any of the other covenants and conditions contained in this lease to be performed by the Lessee.

22. **Estoppel Letter.** In the event Lessor shall obtain a loan from an institutional lender and if an estoppel letter is a requirement of such loan, the Lessee agrees to execute an estoppel letter in favor of the lender verifying the standing of the lease, the terms thereof and all amounts paid thereunder and such other matters as may be reasonably requested.

23. **Indemnification.** The Lessee shall indemnify the Lessor against all claims, demands, damages, liabilities, expenses and losses incurred by the Lessor arising out of or related to the leased premises or the building, or out of Lessee's use or occupancy thereof, due in whole or in part to the acts or omissions of Lessee or its agents, employees, invitees or guests. This right shall include, but shall not be limited to, the following: (a) failure by the Lessee to perform any provision, term, covenant or agreement required to be performed by the Lessee under this lease; (b) any occurrence, injury or personal or property damage which shall happen in or about the leased property or appurtenances resulting from the condition, maintenance, construction on or of the operation of the leased property or resulting from the act or omission of Lessee or its agents, employees, invitees or guests; (c) failure by Lessee or its agents to comply with any requirements of any governmental authority or insurance company insuring the leased property or its contents; (d) any security agreement, conditional bill of sale or chattel mortgage or mechanic's lien connected with Lessee, its obligations or operations, filed against the leased property, any fixtures, equipment or personalty therein as a result of any act of Lessee or its agents or the failure to act by Lessee or its agents; and (e) any construction, work, alterations or improvements by Lessee or its agents, employees, invitees or guests on the leased property.

Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals.

24. **Quiet Enjoyment.** Lessor covenants and agrees with Lessee that as long as Lessee pays the rent on time and performs all of the covenants and conditions required to be performed by the Lessee under this lease, Lessee may peaceably and quietly have, hold and enjoy the leased premises for the lease term, subject however, to any mortgages that may now or hereafter be placed against the property by Lessor.

25. **Lessee to Improve Premises.** The Lessee shall cause improvements to be made to the leased premises as agreed upon between Lessee and Lessor, in accordance with plans to be attached to this lease, which plans must be approved by Lessor in writing. The improvements shall be constructed in a good and workmanlike manner. The construction shall be performed in accordance with, and the improvements shall comply with, all applicable building and zoning laws and ordinances. The improvements shall become a part of the leased premises in accordance with other provisions of this lease.

26. **Not to Be Recorded.** Lessor and Lessee hereby agree that neither this Business Lease nor any notice or memorandum hereof shall be recorded in the Public Records.

27. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first hereinabove written.

Lessor:

Lessee:

3.2 Net Lease.

LEASE AGREEMENT made as of the _____ day of _____, 20____, by and between [lessor of realty], of [address of realty lessor], Florida, hereinafter called "LESSOR", and [name of corporation], a Florida corporation, hereinafter called "LESSEE".

1. **Description of Premises.** Lessor leases to Lessee, and Lessee leases from Lessor, the real property, building and/or other improvements, all of which are hereinafter called the "premises", located at [address of leased realty], [county of leased realty] County, Florida, and as more particularly described on Schedule "A" attached hereto and incorporated herein by reference.

2. **Term.** The term of this lease is [term of realty lease], beginning [date realty lease starts] and continuing thereafter from month to month in accordance with Paragraph 23 hereof.

3. **Rent.** The monthly rent under this lease is [monthly rent for realty] Dollars, plus sales tax. Lessee agrees to pay Lessor such amount beginning on [date first rent for realty due] and payable on the first day of each month thereafter during the term of the lease.

4. **Use of Premises, Generally.** The premises are leased to be used as [authorized use for leased realty]. Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent of Lessor or of Lessor's authorized agent.

5. **Fire Insurance.** Lessee shall provide and pay for fire and extended coverage insurance covering the premises.

6. **No Waste, Nuisance, or Unlawful Use.** Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

7. **Payment of Utilities.** Lessee shall pay for all utilities furnished the premises for the term of this lease, including but not limited to electricity, gas, water and telephone service.

8. **Repairs and Maintenance.** Lessee, at its expense, shall maintain and keep the premises, including without limitation roof, windows, doors, adjacent sidewalks, exterior walls, interior walls and landscaping in good repair.

9. **Delivery, Acceptance and Surrender of Premises.** Lessee agrees to accept the premises upon taking possession as being in a state of good repair and in sanitary condition and shall surrender the premises to Lessor at the end of the lease term, if the lease is not renewed, in the same condition as when it took possession, allowing for reasonable use and wear.

10. **Partial Destruction of Premises.** Partial destruction of the leased premises shall not render this lease void or voidable or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Lessee shall repair them if such repairs can be made in conformity with local, state and federal laws and regulations within thirty (30) days of the partial destruction. Rent for the premises will be reduced proportionately to the extent to which the repair operations interfere with the normal conduct of Lessee's business on the premises. If the repairs cannot be so made within the time permitted, Lessee has the option to make them within a reasonable time and continue this lease in effect with proportionate rent rebate to Lessee as provided for herein. If the repairs cannot be so made within thirty (30) days, and if Lessee does not elect to make them within a reasonable time, either party hereto has the option to terminate this lease. If the building in which the leased premises are located is more than one-third destroyed, Lessee may at its option terminate the lease whether the premises are damaged or not.

11. Lessor's Entry for Inspection and Maintenance. Lessor reserves the right to enter the premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the premises leased are located, and Lessee agrees to permit Lessor to do so. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce Lessee's rent for the premises during such period and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises or loss of occupation thereof.

12. Lessee to Carry Liability Insurance. Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in an amount agreed upon by Lessor and Lessee. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. Lessee agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

13. Lessee's Assignment. Lessee agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof without first obtaining Lessor's consent. Lessor expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.

14. Breach of Lease. Each of the following shall constitute a breach of this lease: (a) any failure to pay when due any rent or other payment due under this lease; (b) any failure to perform or observe any term or agreement herein; (c) any of Lessee's property is seized or levied upon under any legal or governmental process against Lessee or against Lessee's property; (d) Lessee becomes insolvent or is the subject of an insolvency proceeding or has any property placed in the control of a custodian; or (e) Lessee fails to maintain its corporate existence in good standing.

15. Lessor's Remedies on Lessee's Breach. If Lessee breaches this lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event:

(a) Re-entry. Lessor may re-enter the premises immediately and remove all of Lessee's personnel and property therefrom. Lessor may store the property in a public warehouse or at another place of its choosing at Lessee's expense or to Lessee's account.

(b) Termination. After re-entry, Lessor may terminate the lease by giving fifteen (15) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

(c) Reletting Premises. After re-entering, Lessor may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as it may choose.

16. Taxes and Assessments. Lessee shall pay all state, city and county taxes that may be assessed on the premises and improvements during the entire term hereby created. Lessee also agrees to pay all assessments that may arise out of the improvements on the premises or of the streets or sidewalks surrounding it.

17. Net Lease. This lease is a net lease, and the net rents, additional rents, and all other sums payable under this lease to Lessor shall be paid without notice or demand and without setoff, counterclaim, abatement, reduction or defense.

18. Attorneys' Fees. If Lessor files an action to enforce any covenant of this lease, or for breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorneys' fees for the services of Lessor's attorneys in the action, such fees to be fixed by the court.

19. Effect of Lessor's Waiver. Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others or of a subsequent breach of the one waived.

20. Lease Applicable to Successors. This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, and legal representatives of the parties.

21. Time of Essence. Time is of the essence of this lease.

22. Effect of Eminent Domain Proceedings. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for purposes of the business for which the premises are leased will not terminate this lease unless Lessor, at its option, terminates it by giving written notice of termination to Lessee. The effect of such condemnation, should such option not be exercised, will be to terminate the lease as to the portion of the premises condemned, and leave it in effect as to the remainder of the premises. Lessee's rental for the remainder of the lease shall in such case be reduced by the amount that the usefulness of the premises to it for such business purposes is reduced. All compensation awarded in any eminent domain proceedings as a result of such condemnation shall be Lessor's.

23. **Automatic Renewal.** This lease shall automatically renew from month to month after the initial term unless either party gives notice to the other party at least thirty (30) days before the expiration of any monthly term of its intention that the lease not renew.

24. **Amendment.** This lease may be amended by mutual agreement of the parties. It is anticipated that the rent hereunder shall be adjusted at the end of the initial term and subsequent monthly renewal terms by amendments to this lease.

25. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

Lessor:

Lessee:

3.3 Industrial Park Space Lease.

Date: _____, 20____

Landlord:

Address:

Tenant:

Address:

Premises:

Unit:

Building:

Address:

Commencement Date:

Term: One (1) Year

Monthly Rent Installment: \$_____, plus Florida sales tax

Security Deposit: \$_____

Permitted Use:

IN CONSIDERATION of their mutual promises made herein, the parties hereby agree as follows:

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described above which may be outlined or shaded in the site plan attached hereto as

Exhibit "A". The site plan is attached only to provide a visual guide to the location of the Premises and does not obligate Landlord to construct the industrial park as shown by the site plan. Landlord may construct and alter its industrial park from time to time as Landlord chooses, without restriction.

2. Term. The term of this lease shall commence on the Commencement Date set for above and shall be for the Term set forth above, unless sooner terminated as set forth herein. Tenant shall surrender the Premises to Landlord immediately upon expiration or termination of the Term and shall be liable to Landlord for twice the rent during any period of holdover thereafter.

3. Rent and Security Deposit. The Tenant agrees to pay to the Landlord as rent for the Term of this lease the Monthly Rent Installment set forth above for every month during the Term of this Lease, in advance on the first day of each month. The first installment is due and payable upon signing of this lease. In addition, Tenant shall pay all applicable sales taxes on all rent and other amounts upon which sales tax may be due. Tenant shall also pay to Landlord upon signing this lease the additional sum set forth above as a Security Deposit to be held by Landlord and applied to any damage or other amounts due Landlord from Tenant which is not paid when due. If Landlord uses said security deposit, Tenant shall immediately restore said security deposit upon demand by Landlord. If Landlord does not use said security deposit and if Tenant complies with all provisions of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days after the expiration of the lease. Landlord shall not be obligated to pay Tenant interest on said security deposit. Said security deposit shall belong to Landlord; Landlord shall have no duty to deposit said security deposit into a separate account.

4. Use of Premises. The Premises are leased to Tenant solely for the use set forth above as Permitted Use. No other use may be made of the Premises, and no other use may be allowed on the Premises, without the prior written consent of the Landlord.

5. Utilities. Landlord shall pay for water, sewer and trash collection services which are provided by the City of _____ but Landlord shall not be responsible for providing those municipal services. Tenant shall provide and pay for all other utilities to the Premises, including but not limited to air conditioning, heat, hot water, fuel oil, electricity, light, power and telephone. There is no natural or LP gas provided to the Premises; such gas shall not be used on the Premises without Landlord's prior written consent. If Tenant fails to pay any such utility charge before it becomes delinquent, Landlord may (but is not required to) pay said utility charge, in which case Tenant shall immediately reimburse Landlord for such payment and shall pay interest thereon at the rate of 18% per annum.

6. Observance of Laws and Ordinances. Tenant agrees to observe, comply with, and execute promptly at its sole expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers which relate to Tenant's use or occupancy of the Premises. It shall be Tenant's

responsibility to obtain the proper city and county occupational licenses and certificates of occupancy prior to taking possession of the Premises.

7. No Assignment or Subletting. Tenant shall not assign, transfer, license, or sublease this lease or the Premises or any part of them without the Landlord's prior written consent. Any attempt to do so, whether in writing or not, shall be invalid and shall be a material default of this lease.

8. Alterations and Improvements. Landlord shall make the improvements, if any, to the Premises as set forth in Exhibit "B" to this lease; Landlord is not responsible or obligated to make any other improvements to the Premises. Tenant shall make the improvements, if any, to the Premises as set forth in Exhibit "C" to this lease. All of these improvements shall be made before Tenant takes occupancy of the Premises. Thereafter, Tenant shall not make any alterations, modifications or improvements to the Premises without the prior written consent of the Landlord and Tenant shall not paint or alter the appearance of the Premises without the prior written consent of the Landlord. Any alterations, modifications or additions to the Premises shall become the property of the Landlord upon the expiration or termination of this lease. The restrictions of this paragraph shall not prevent Tenant from undertaking the normal maintenance of the Premises.

9. Risk of Loss. All personal property placed or moved into the Premises shall be at the sole risk of the Tenant or other owner of such personal property. The Landlord shall not be responsible or liable to the Tenant or anyone else for any loss or damage that may be occasioned by or through the acts or omissions of Landlord, its agents, servants or employees or of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises hereby leased or any part of the building which the leased Premises are a part of for any injury, loss or damage (including but not limited to loss or damage resulting to the Tenant or its property from bursting, stopped-up or leaking water or sewer pipes), unless the same is due to the willful act of the Landlord.

10. Right of Entry. The Landlord and its agents shall have the right to enter said Premises during all reasonable hours for any reasonable purpose, including but not limited to inspection, examination, showing for sale or rent, alteration, improvement, repair. This paragraph shall not obligate Landlord to examine, inspect, show, alter or improve the Premises.

11. Acceptance; Restoring Premises to Original Condition. Tenant hereby accepts the Premises in the condition they are in at the beginning of this lease; Tenant agrees to improve the Premises as set forth on Exhibit C; and Tenant agrees to maintain said Premises in the same order, condition and repair as they are in after the improvements are made for the duration of the Term of the lease and to return the Premises in said condition at the expiration of the Term, excepting only reasonable wear and tear arising from normal use thereof and excepting alterations, improvements, or modifications to the leased Premises to which Landlord consented in writing. Tenant agrees to pay Landlord immediately upon demand for any damage to the Premises or

other property of Landlord caused by any act or neglect of Tenant or Tenant's employee, agent, servant, invitee, or guest.

12. Repairs and Maintenance. Tenant shall maintain the Premises in good repair and condition at all times, including the interior and exterior of the Premises. Tenant shall keep the Premises in a clean, sanitary and safe condition at all times. The plumbing and other facilities shall not be used for any other purposes than that for which they were constructed, and no foreign substances of any kind shall be deposited therein, and the expense of any breakage, stoppage or damage resulting from the violation of this provision by Tenant shall be borne by the Tenant. In the event Landlord incurs any expense for repairs or maintenance that are the duty of Tenant to perform, Landlord may demand repayment of same from Tenant, and Tenant shall make payment within ten (10) days after said demand.

13. Hazard Insurance. Each of the parties hereto shall obtain its own separate hazard insurance policy in such amounts and with such coverages and on such terms as each of them may desire. Landlord's hazard insurance shall not provide any coverage for Tenant or for Tenant's property.

14. Liability Insurance. Tenant covenants and agrees to provide on or before the Commencement Date of the Term of this lease, and to keep in force during the Term of this lease, a comprehensive liability insurance policy insuring both the Landlord and Tenant against any liability whatsoever occasioned by acts on or about the Premises or any appurtenances thereto. Such policy shall be written by an insurance company with a Best's rating of at least AAA, with coverage limits of no less than _____ Dollars (\$_____) in respect to any one person, and _____ Dollars (\$_____) in respect to any one accident, and _____ Dollars (\$_____) for property damage. Certificates of insurance for all applicable coverages, together with evidence of payment therefor, shall be delivered to Landlord immediately upon request. Tenant shall renew said policies not less than thirty (30) days prior to the expiration date thereof from time to time, and furnish said certificates and receipted invoices of payment therefor to Landlord. The policies shall provide that Landlord is an insured and that the insurance company shall give Landlord at least thirty (30) days' prior written notice before cancellation or termination of coverage.

15. Safety and Insurance. The Tenant shall comply with all safety and engineering recommendations and requirements relating to city, county, state, federal or insurance company regulations that might affect the insurability in any manner of the Landlord, Landlord's property, or any tenant in the industrial park.

16. Destruction. In the event that the leased Premises are destroyed, in whole or in part, or rendered otherwise untenable because of fire or other casualty, the rent hereunder shall abate during that period which is required by Landlord to restore the leased property to its prior condition. In the event that the Premises cannot be restored to its prior condition within ninety (90) days after the casualty, either party may terminate this lease by giving notice to the other party in writing within thirty (30) days after the date of the damage to the Premises.

17. Eminent Domain. If the whole or any part of the Premises are taken by any public authority under power of eminent domain, then the Term of this lease shall cease on the part so taken from the day the title or possession of the part shall be acquired by the public authority and the rent shall be paid up to that day. If the portion of the Premises is so taken as to destroy the usefulness of the remaining Premises for the purpose for which the Premises were leased, then for a period of thirty (30) days from that day the Tenant shall have the right to terminate this lease by giving written notice to Landlord. If Tenant fails to give notice of cancellation, the lease shall remain in force and effect and Tenant shall continue in possession of the remainder of the Premises under the same terms of this lease as herein provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. The parties agree that the Tenant shall not be entitled to any damages by reason of the taking of this leasehold.

18. Subordination. This lease and the rights of the Tenant hereunder are hereby made subject and subordinate to all bona fide mortgages now or hereafter placed upon the said Premises by the Landlord; provided however, that such mortgages will not encumber any personal property owned by the Tenant. The Tenant further agrees to execute any instrument of subordination which might be required by any mortgagee of the Premises.

19. Default; Remedies.

(a) The Tenant further covenants that, if default shall be made in the payment of rent (time being of the essence of this lease) or if the Tenant shall violate any of the provisions or covenants of this lease, then the Landlord may, at its option, (i) terminate this lease and the Tenant shall become tenant at sufferance, hereby waiving all right of notice, and the Landlord shall be entitled immediately to re-enter and re-take possession of the leased property; or (ii) the Landlord may alternately avail itself of any other remedy provided by law or equity, or available under the following paragraph as if the Premises were vacated. Landlord shall be entitled to recover its reasonable attorney's fees from Tenant, including any appeals.

(b) In case the Premises are deserted or vacated, the Landlord shall have the right and authority:

(i) to re-enter the Premises, either by force or otherwise, without being liable for any prosecution or claim therefor, and to hold or re-let said Premises as if this lease had not been made, and, upon such re-entry, the estate hereby created shall be at an end; or

(ii) at the option of the Landlord, to be exercised by written notice to Tenant, the Landlord may re-enter the Premises as the agent of the Tenant, either by force or otherwise, without being liable to any prosecution or claim therefor, and may relet the Premises as the agent of the Tenant and receive the rent therefor and apply the same to the payment of the rent due hereunder, holding the Tenant liable for any deficiency; or

(iii) the Landlord may, at its option, terminate this lease by giving the Tenant written notice and the term hereof shall absolutely expire and terminate immediately, but the Tenant shall nevertheless and thereafter be liable to the Landlord for any deficiency between the rent due hereunder for the balance of the term of this lease and the fair rental value of the Premises for the balance of said term.

(c) The Landlord, at its option, may also terminate this lease under the procedure set forth in subparagraph (a) above upon the occurrence of any of the following events, each of which shall be a default of this lease: an assignment by Tenant or any guarantor for the benefit of creditors; or the filing of a voluntary or involuntary petition by or against Tenant or any guarantor under any law for the purpose of adjudicating Tenant bankrupt or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; or the appointment of a receiver of the assets of Tenant or any guarantor; or the bankruptcy of the Tenant or any guarantor.

20. Subrogation. The Landlord and Tenant hereby mutually release and discharge the other of and from all suits, claims or demands whatsoever, for loss or damage to the leased property of the other, arising from fire or the perils insured against under extended coverage insurance policies caused by or occurring through or as a result of any acts or omissions, whether negligent or otherwise, of the parties, their agents, servants or employees, and each of said parties does further agree that each will cause its policies of insurance for fire and extended coverage to be so endorsed as to waive any rights of subrogation which would be otherwise available to the insurance carriers, by reason of any said loss or damage. Landlord's release of Tenant shall not apply to the extent, if any, that Landlord may not be mutually released or subrogated as to any other tenant or person injured or damaged by a peril. Nothing contained herein shall in any way be considered or construed as a waiver or release by the Landlord of any of the other covenants and conditions contained in this lease to be performed by the Tenant.

21. Estoppel Letters. Tenant agrees to execute estoppel letters in favor of lenders and buyers from Landlord verifying the standing of this lease, the terms thereof and all amounts paid thereunder and such other matters as may be reasonably requested by Landlord.

22. Indemnification. The Tenant shall indemnify and hold the Landlord harmless from and against all claims, demands, damages, liabilities, judgments, attorneys fees, expenses and losses incurred by the Landlord which relate or arise, in whole or in part, out of the Premises, or out of Tenant's use or occupancy thereof, or out of the acts or omissions of Tenant or its agents, employees, invitees or guests. This right shall apply to, but shall not be limited to, the following: (a) failure by the Tenant to perform any provision, term, covenant or agreement required to be performed by the Tenant under this lease; (b) any occurrence, injury or personal or property damage which shall happen in or about the Premises or appurtenances resulting from the condition, maintenance, construction on or of the operation of the Premises or resulting from the act or omission of Tenant or its agents, employees, invitees or guests; (c) failure by Tenant or its agents to comply with any requirements of any governmental authority or insurance company

insuring the Premises or its contents; (d) any security agreement, conditional bill of sale or chattel mortgage or mechanic's lien connected with Tenant, its obligations or operations, filed against the Premises, any fixtures, equipment or personalty therein as a result of any act of Tenant or its agents or the failure to act by Tenant or its agents; and (e) any construction work, alterations or improvements by Tenant or its agents, employees, invitees or guests on the Premises. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals.

23. Quiet Enjoyment. Landlord covenants and agrees with Tenant that as long as Tenant pays the rent on time and performs all of the covenants and conditions required to be performed by the Tenant under this lease, Tenant may peaceably and quietly have, hold and enjoy the leased Premises for the lease term, subject however, to any mortgages that may now or hereafter be placed against the property by Landlord.

24. Tenant to Improve Premises. The Tenant shall cause improvements to be made to the leased Premises prior to occupancy, as agreed upon between Tenant and Landlord, in accordance with plans to be attached to this lease, which plans must be approved by Landlord in writing. The improvements shall be constructed in a good and workmanlike manner. The construction shall be performed in accordance with, and the improvements shall comply with, all applicable building and zoning laws and ordinances. The improvements shall become a part of the leased Premises in accordance with other provisions of this lease.

25. No Liens. Tenant shall have no power or authority to permit liens to be placed upon the leased property in connection with maintenance, alterations, modifications or otherwise. The interest of the Landlord shall not be subject to liens for improvements made by the Tenant. Landlord shall not be liable for any work, labor or materials furnished to the Premises by or through Tenant or anyone claiming through Tenant. No construction liens or other liens for any such work, labor services, or materials shall attach or affect the interest of the Landlord in and to the Premises. Landlord intends to record a notice as set forth in Florida Statutes Section 713.10. This lease itself shall not be recorded in the public records.

26. Not to Be Recorded. Landlord and Tenant hereby agree that neither this lease nor any notice or memorandum hereof shall be recorded in the public records, except for the mechanics lien notice described above.

27. Signs, Etc. Tenant shall not use, post, place or exhibit any signs, posters, flags, banners, advertising or other such material on, in or outside the Premises in any way which is visible from the exterior of the Premises without the prior written consent of the Landlord.

28. Rules. Tenant shall comply with any and all rules adopted by Landlord with respect to the Premises. The initial Rules are attached hereto as Exhibit "D". Violation of any rule by Tenant or by any of Tenant's agents, employees, contractors, guests or invitees shall be a default of this lease.

29. Miscellaneous.

A. The Landlord shall have the unrestricted right of assigning this lease at any time, and in the event of such assignment, the Landlord shall be relieved of all liabilities hereunder.

B. This lease shall bind the Landlord and its successors and assigns and the Tenant and its successor and assigns. This paragraph does not authorize Tenant to assign the lease or any part of it without Landlord's prior written approval.

C. It is understood and agreed between the parties hereto that time is of the essence of this lease and all terms and conditions contained herein.

D. It is understood and agreed between the parties hereto that written notice mailed or delivered to the Premises leased hereunder shall constitute sufficient notice to the Tenant.

E. The rights of the Landlord under this lease shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of said rights.

F. The parties hereby agree that the liability of the Landlord is limited to the Premises. In case of any liability of Landlord to Tenant or anyone claiming by or through Tenant, such liability shall not be the personal obligation of Landlord but shall be an obligation which may be recovered only out of the Premises leased hereunder. This paragraph does not encumber or grant any rights in the Premises to Tenant; it restricts any recovery by Tenant to the value of the Premises.

G. It is hereby agreed that if any installment of rent or any other sum due from Tenant is not received by Landlord when due, Tenant shall pay to Landlord interest of eighteen percent (18%) per annum thereon. This is not a grace period; any payment not received when due is in default.

30. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first hereinabove written.

Signature of Landlord:

Signature of Tenant:

GUARANTY

In consideration of Landlord (_____) leasing the Premises (Unit _____, Building _____, _____, _____, _____, Florida) to Tenant (_____) under the foregoing lease, the undersigned hereby unconditionally and irrevocably guaranty the payment of all rent and the performance of all Tenant's obligations under the foregoing lease.

Date: _____, 20____.

Signature of Guarantors:

Insert:

EXHIBIT "A" SITE PLAN

EXHIBIT "B" IMPROVEMENTS TO BE MADE TO PREMISES BY LANDLORD

EXHIBIT "C" IMPROVEMENTS TO BE MADE TO PREMISES BY TENANT

EXHIBIT "D"

INITIAL RULES

1. Driveways shall be used only for ingress and egress to the Premises. Driveways shall not be used for parking, loading, unloading or any other purpose.

2. No equipment, personal property, trash or other material shall be stored outside the Premises by Tenant.

3. No inoperable vehicles shall be parked outside the Premises for longer than 36 hours.

3.4 Lease of Business and Real Property With Option to Purchase.

LEASE entered into this _____ day of _____, 20____, between _____ and _____, hereinafter collectively called "Lessor", and _____, hereinafter called "Lessee".

In consideration of their mutual promises made herein, the parties hereby agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions set forth in this Lease, all of the following real and personal property, hereinafter called the "Property":

A. The real property in _____ County, Florida, located at _____, _____, Florida, legally described as follows, together with the buildings and improvements thereon:

B. The tangible assets of the business operated on that real property under the trade names " _____ " and " _____ ", together with the right to use the following: the above trade names, the goodwill associated therewith, licenses, permits, telephone numbers, telephone directory listings, and customers of said business; and

C. The goods, inventory, equipment, motor vehicles, tools, motors, fixtures, furniture, supplies, and tangible personal property located on said real property, some of which are listed on Exhibit "A" attached hereto, which consists of _____ pages labelled " _____ " and " _____ ".

2. _____. The Property being leased hereunder does not include the _____ items listed on Exhibit "B" attached hereto. These _____ items are being sold by Lessor to Lessee on this date; they are not being leased. Lessee shall have the right to sell the items listed on Exhibit "B", but Lessee shall not sell any of the items listed on Exhibit "A", and Lessee shall not sell any of the other items comprising the Property leased under this Lease. Lessee must at all times keep a complete stock of _____ for sale in the business, similar in type and quantity to that listed on Exhibit "B"; Lessee must replace such items which Lessee sells with items of at least the same type and quality. Lessee shall be in default of this Lease if Lessee fails to do so.

3. Fictitious Name. Lessee shall register Lessee's use of the trade names as fictitious names in accordance with Florida Statutes Section 865.09, in order to notify the public that the business being operated with the Property is that of the Lessee and not that of the Lessor. Upon termination or default of this Lease, Lessee shall file a termination of that fictitious name registration, as well as such other documents as Lessor may require in order to show that Lessor has the sole right to use the trade names. If Lessee fails to sign such documents or terminate such registration, Lessee hereby authorizes Lessor to sign such documents and terminate such registration by signing Lessee's name thereto.

4. Liquor License . Lessee shall immediately apply for transfer into Lessee's name of the alcoholic beverage license and shall prosecute that application as quickly as possible. If the State fails to approve transfer of said license by _____, 20____, then either party may cancel this Lease upon written notice to the other party by _____, 20____. Lessee shall be responsible for complying with all liquor license statutes, regulations and policies at all times.

5. Term. The term of this Lease shall be for _____ years commencing _____, 20____, and ending at midnight on _____, 20____, unless terminated earlier in accordance with this Lease.

6. Rent. Lessee shall pay Lessor the total sum of _____ Dollars (\$_____ U.S.) as the total rent for the term of this Lease, which amount shall be due and payable in equal monthly installments of _____ Dollars (\$_____ U.S.) per month, the first such installment being payable upon the execution of this lease, and the balance of such installments being payable monthly in advance on the first day of each month beginning _____, 20____. In addition, Lessee shall pay sales tax on all rent, in accordance with Florida law. This rent shall be net rent; Lessee shall pay for all expenses relating to the Property, including but not limited to taxes,

insurance and utilities. Lessee may not set off any amount against rent due under this Lease; any attempted setoff shall be a default of this Lease. None of the rent paid by Lessee shall be applied toward the purchase price if Lessee exercises the option to purchase set forth below.

7. Use of Premises. The Property is leased to Lessee solely for the following use and no other use can be made of the Property during the term without the written consent of the Lessor:

_____.

8. Utilities and Supplies. Lessee shall pay all expenses for utilities and supplies for the Property, including but not limited to water, sewer, garbage collection, heat, gas, air conditioning, hot water, fuel oil, electricity, light, power, telephones, cable television, and internet. Lessee shall promptly pay all bills before they become due. In order to assure that all bills are promptly paid, Lessor may keep the accounts for any or all of the utilities in Lessor's name during the lease term, in which case Lessee shall pay Lessor the exact cost of each bill immediately upon demand by Lessor. Lessor shall provide Lessee with copies of bills for such charges, if requested by Lessee.

9. Compliance with Laws. Lessee shall, at Lessee's sole expense, be responsible for keeping the Property in compliance with all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies, and Lessee shall not allow the Property or its use to be in violation of any of the those legal requirements.

10. No Assignment or Subletting. Lessee may not assign this Lease in whole or in part in any manner, and Lessee may not sublease the Property or any part thereof. The parties hereby acknowledge and agree as follows: that the Property being leased is used to operate a going business; that the business will belong to Lessee during the term of the Lease, but the Property leased to operate that business will remain property owned solely by Lessor; that Lessor intends to operate that business as Lessor's own business at the end of the Lease term if Lessee does not exercise the option to purchase; that Lessor is relying upon the personal ability of Lessee to keep the goodwill of that business during the Lease term; and that Lessor would not otherwise lease the Property on the terms set forth in this Lease.

11. Alterations and Improvements. The Lessee shall not make any alterations, additions, deletions, modifications or improvements to the Property or any part of the Property without the express prior written consent of the Lessor. Any modifications, additions or improvements to the Property shall immediately become the property of the Lessor.

12. No Right to Lien or Encumber. Lessee shall have no right, power or authority to grant or permit construction liens to be placed upon the Property or to encumber the Property in any way.

13. Risk of Loss; Indemnification. All personal property placed on or used with the Property shall be at the risk of the Lessee. The Lessor shall not be responsible or liable to the Lessee or anyone else for any loss or damage occurring on the Property or relating to the Property, or any

part thereof. Lessee hereby agrees to indemnify, defend and hold the Lessor harmless from any and all actions, losses, expenses, fees, liability, claims or demands arising from or relating to the Property or any part thereof.

14. Right of Entry. Lessor and its agents shall have the right to enter and inspect the Property during all reasonable hours.

15. Maintenance and Repair. Lessee hereby accepts all of the Property in its condition at the beginning of the Lease term and agrees to maintain all of the Property in the same condition, order and repair during the Lease term and to return all of the Property to its original condition at the expiration of the term, excepting only reasonable wear and tear arising from the normal and reasonable use thereof. Lessee shall be responsible for all repairs to the Property. Lessee shall keep all of the Property in a clean, safe and sanitary condition at all times. Lessee shall pay to Lessor immediately upon demand for the cost of repair to or replacement of any of the Property which is, for any reason, damaged during the Lease term or which is not maintained in accordance with this paragraph.

16. Insurance. Lessee shall, at Lessee's sole expense, obtain and maintain in force during the entire Lease term the following insurance:

- A. Fire and extended coverage insurance on all of the Property; and
- B. Comprehensive liability insurance insuring both Lessor and Lessee against any liability on, about or relating to the Property or the business that Lessee will operate using the Property; and
- C. Such other insurance on the Property as Lessor may request from time to time.

Such insurance shall insure both Lessor's and Lessee's interests in the Property. The types of coverage and limits of insurance coverage must be such as is approved by Lessor. Lessor shall be furnished a copy of each policy as well as proof of payment of the premiums. Lessor shall be shown as an additional insured on all policies. Each insurance company must agree to give Lessor at least twenty days notice before termination of insurance coverage. Lessee shall, at Lessee's expense, comply with all recommendations and requirements of insurance companies in order to obtain and maintain such insurance on the Property.

17. Destruction. In the event that the Property shall be destroyed, in whole or in part, or rendered otherwise untenable because of fire or other casualty, Lessee shall immediately repair or replace the damaged Property and rent shall not abate. However, if the cost of restoring the Property to its original condition is greater than _____ Dollars (\$ _____), Lessor shall have the right to terminate this Lease.

18. Eminent Domain. If the whole or any part of the Property is taken by any public authority under power of eminent domain, then the term of this Lease shall cease on the part so taken from

the day the possession of the part shall be acquired for any public purpose and the rent shall be paid up to that day. If such portion of the Property is so taken as to destroy the usefulness of the Property for the purpose for which the Property was leased, then either party shall have the right to either terminate this Lease by giving written notice to the other party within sixty (60) days after the taking. Lessee shall not be entitled to any damages of Lessor by reason of the taking of this leasehold.

19. Subordination. This lease and the rights of the Lessee hereunder are hereby made subject and subordinate to all bona fide mortgages now or hereafter placed upon the Property by the Lessor. The Lessee further agrees to execute any instrument of subordination which might be required by any mortgagee of the Lessor and to execute an estoppel letter in favor of the mortgagee verifying the standing of the Lease, the terms thereof and all amounts paid thereunder and such other matters as may be reasonably requested.

20. Taxes. Lessee shall pay all ad valorem real property taxes and tangible personal property taxes on the Property. Lessee shall pay all sales tax arising out of payments under this Lease. Lessee shall be responsible for all sales tax reporting and collecting for the business that Lessee will operate using the Property, and Lessee will obtain its own state sales tax number in order to do so. Lessee shall be responsible for all income and payroll tax reporting and payments for the business that Lessee will operate using the Property, and Lessee will obtain its own employer tax identification number in order to do so.

21. Default; Remedies.

A. If any installment of rent is not paid when it is due, or if the Lessee otherwise defaults on any of the provisions of this Lease, then the Lessor may, at its option, declare this Lease terminated and the Lessee shall become tenant at sufferance, hereby waiving all right of notice, and the Lessor shall be entitled immediately to re-enter and re-take possession of the Property. The Lessor may alternately avail itself of any remedy provided by law or equity. If Lessor is the prevailing party in any action relating to this Lease, Lessor shall be entitled to recover its reasonable attorney's fees from Lessee, including fees through appeals.

B. If Lessee deserts, vacates or abandons the Property, the Lessor shall have the right and authority (a) to re-enter the Property, without being liable for any prosecution or claim therefor, and to possess said Property, and, upon such re-entry, the estate hereby created shall be at an end; or (b) at the option of the Lessor, to be exercised by written notice mailed to the Lessee at the Property address, or such other place as the Lessee shall designate in writing, the Lessor may re-enter the Property as the agent of the Lessee, without being liable to any prosecution or claim therefore, and may relet the Property as the agent of the Lessee and receive the rent therefor and apply the same to the payment of the rent due hereunder, holding the Lessee liable for any deficiency; or (c) the Lessor may, at its option, terminate this lease by giving written notice served upon the Lessee or left upon the Property and the term hereof shall absolutely expire and terminate immediately, but the Lessee shall still be liable to the Lessor for any deficiency

between the rent due hereunder for the balance of the term of this Lease and the fair rental value of the Property for the balance of said term.

C. The Lessor, at its option, may terminate this Lease as for a default upon the occurrence of any or all of the following events: an assignment by Lessee for the benefit of creditors; or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee bankrupt; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; or the appointment of a receiver of the assets of Lessee; or the bankruptcy of the Lessee; or any proceeding under the federal bankruptcy laws. Each of the foregoing events shall constitute a default of this lease by Lessee.

D. In the event the Lessee shall be in default of this Lease, the Lessor shall be entitled to exercise all remedies available to it at law or in equity, in addition to or concurrent with the above remedies.

E. A written affidavit signed only by Lessor and stating that this Lease has been terminated by Lessor pursuant to the default provisions of this Lease shall be conclusive proof for all purposes that this Lease is terminated. It shall not be necessary for Lessee to sign such affidavit, but Lessee shall sign it if Lessor so requests.

F. In the event the Lessor shall be in default of this Lease, the Lessee shall be entitled to exercise such remedies available to Lessee at law or in equity.

22. "As Is" Condition. The Lessee accepts the Property on an "as is" basis, and Lessor shall have no obligation to repair, improve or remodel the Property at any time.

23. Quiet Enjoyment. Lessor covenants and agrees with Lessee that, upon Lessee's paying the rent and performing all of the covenants and conditions required to be performed by the Lessee under this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Property hereby demised for the term stated herein subject to the terms and provisions of this Lease.

24. Option to Purchase. In consideration of the initial option fee of _____ Dollars (\$_____) paid by Lessee to Lessor on the date of this Lease, receipt of which is hereby acknowledged by Lessor, Lessor hereby grants to Lessee the exclusive option to purchase the Property on the following terms and conditions:

A. Option Period. The term of this option shall commence on the date of this Lease and shall expire at midnight on _____, 20____. This option period may be extended to _____, 20____, by Lessee paying Lessor the additional option fee of _____ Dollars (\$_____) by local bank cashier's check on or before _____, 20____, in which case Lessor shall sign a written extension of this option to _____, 20____.

B. Exercise of Option. Lessee may exercise this option only by doing both of the following on or before the expiration date of the option: (1) paying Lessor the additional option fee of _____ Dollars (\$ _____) by local bank cashier's check, and (2) giving Lessor written notice of exercise, signed by Lessee, on or before the expiration date of the option. If this option is properly exercised, this option shall become a contract for sale and purchase which shall be legally binding upon both Lessor as seller and Lessee as buyer, and they shall perform the additional Closing Provisions set forth below. The Closing Provisions shall not be valid or binding unless and until this option is properly exercised by Lessee.

C. Failure to Exercise Option. If Lessee does not exercise this option during the option period in the manner provided for above, then this option shall automatically terminate upon expiration of the option period, and Lessor shall retain all option fees paid as consideration for this option, and Lessor shall have the right to immediately terminate this Lease by giving written notice to Lessee.

D. Purchase Price of Property. The full purchase price of the Property shall be _____ Dollars (\$ _____), which amount, as adjusted for the prorations and credits provided for below, shall be payable by local bank cashier's check at closing.

E. Credit of Option Fees to Purchase Price. The option fees paid by Lessee to Lessor shall be credited toward the purchase price at closing, if and only if the option is exercised; that is, the initial \$ _____ option fee, the additional \$ _____ extension option fee (if the option period was extended), and the additional \$ _____ exercise option fee shall be applied toward the purchase price at closing.

F. Option Fee Not Refundable. None of the option fees are refundable; that is, if the Lessee does not exercise the option or for any reason does not close on the purchase, none of the option fees shall be refunded to Lessee. The only exception to this paragraph is in the following paragraph concerning title insurance.

G. Rent Not Applied. None of the rent payable under this Lease shall be applied or credited to the purchase price in any way.

H. Title Insurance. Lessee shall obtain, at Lessee's expense, a title insurance commitment at this time from such title insurance company as is acceptable to Lessee and Lessor. Lessee shall have until _____, 20____, to examine the title insurance commitment to determine whether there are any title matters which are not acceptable to Lessee and to give Lessor written notice of such matters. If Lessee gives such notice to Lessor, then Lessor shall refund the \$ _____ initial option fee to Lessee and this option shall then be automatically terminated, null and void. If Lessee does not give such notice to Lessor by that date, then the option fee shall be absolutely nonrefundable and Lessee shall be conclusively deemed to have accepted the Property's title matters in the condition shown on the title insurance commitment.

I. Assignment. This option may not be assigned by Lessee in any way.

25. Closing Provisions. The following provisions shall apply if, and only if, Lessee properly exercises the option to purchase set forth in this Lease; Lessor is herein called "Seller", and Lessee is herein called "Buyer":

A. Closing. Closing of the sale shall take place at the office of Seller's attorney in _____, Florida, within sixty (60) days after the option is exercised and all conditions have been satisfied; provided however, in no event shall the closing take place after _____, 20____. If no deed from Lessor to Lessee is recorded on or before _____, 20____, then it shall be conclusively presumed that the option was not exercised and that the Lessee has no rights in the Property.

B. Title Insurance Update. Buyer shall have the title insurance commitment updated to the day prior to the date of closing. If there are any additional matters on the commitment which arose after the issuance date on the commitment, and if those matters are not acceptable to Buyer, then Seller shall have an additional one hundred twenty (120) days in which to attempt to remove said matters, but if Seller is unable to remove them within said time, and if Buyer is not willing to waive them, then either party may cancel the contract, in which case neither party shall be obligated to close, and the option fees shall still be nonrefundable.

C. Expenses. Seller shall pay for documentary stamps on the deed, and Buyer shall pay all other closing expenses, except that each party shall pay its own attorneys fees incurred by that party for the closing.

D. Conveyance. Seller shall convey to Buyer at closing fee simple title to that part of the Property consisting of real property by statutory warranty deed, which shall contain only such encumbrances and exceptions as are shown on the title insurance commitment or are otherwise acceptable to Buyer. Seller shall convey to Buyer at closing absolute title to that part of the Property consisting of personal property by a written bill of sale containing warranty of title, and by transfer of the certificates of title to such of the property as have certificates of title.

E. Prorations. Taxes, utilities and insurance shall not be prorated since Buyer is obligated to pay all of these as the Lessee under this Lease.

F. Default. If Buyer exercises the option but fails to close on this purchase within the time set forth above, then Buyer shall be in breach of contract and Seller shall have such remedies at law and in equity; but in no event shall the option fees paid to Seller be refundable.

26. Miscellaneous.

A. Lessor Assignment. The Lessor shall have the unrestricted right of assigning this lease at any time, and in the event of such assignment, the Lessor shall be relieved of all liabilities hereunder and the assignee shall be solely responsible for all obligations of Lessor hereunder.

B. Benefit; Binding. This contract shall inure to the benefit of and shall bind the Lessor and its heirs, successors and assigns and the Lessee and its heirs and successors.

C. Time of Essence. It is understood and agreed between the parties hereto that time is of the essence of this Lease as to all terms and conditions contained herein.

D. Notice. It is understood and agreed between the parties hereto that written notice mailed or delivered to the Property leased hereunder shall constitute sufficient notice to the Lessee.

E. Cumulative. The rights of the Lessor under this Lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any of its rights shall not operate to forfeit any of the said rights or to waive future enforcement of said rights.

F. No Broker's Commission. The parties acknowledge that there is no broker in this transaction and that no one is entitled to any sales commission whatsoever with respect to this option or lease.

G. Entire Agreement. This agreement merges all prior negotiations and understandings between the parties and constitutes their entire agreement.

H. Paragraph Headings. The paragraph headings herein are for convenience only and are not a substantive part of this agreement.

27. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LESSOR:

LESSEE:

3.5 Office Space Lease.

LEASE made the _____ day of _____, 20____, between

LESSOR: (Name) _____

(Address) _____ and

LESSEE: (Name) _____

(Address) _____

In consideration of their mutual covenants, the parties hereby agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the space (hereinafter called the "premises") known as _____ in the building located at (address) _____, _____, _____ County, Florida. The premises include _____ parking spaces.

2. Term. The space is leased for a term of years to commence on the _____ day of _____, 20____.

3. Rent. The annual rent shall be as follows:

Year Of Lease Term Annual Rent

1st \$ _____

2nd \$ _____

3rd \$ _____

4th \$ _____

5th \$ _____

Annual rent is payable in equal monthly installments of \$_____ each, due in advance, on the first day of each calendar month during the term, the first such installment to be due on the first day of _____, 20____.

4. Use. Lessee shall use and occupy the premises as a business office and for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

5. Care and Repair of Premises. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary repairs to the premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees. All improvements made by Lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the

last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and the like, repair all injury done by or in connection with the installation or removal of such property and improvements, and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal.

6. Alterations, Additions, or Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to, or on and about the premises.

7. Activities Increasing Fire Insurance Rates. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building.

8. Accumulation of Waste or Refuse Matter. Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building.

9. Abandonment. Lessee shall not, without first obtaining the written consent of Lessor, abandon the premises, or allow the premises to become vacant or deserted.

10. Assignment or Sublease. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part thereof. Lessor expressly covenants that such consent shall not be unreasonably or arbitrarily refused. This covenant shall be binding on the legal representatives of Lessee, and on every person to whom Lessee's interest under this lease passes by operation of law, but it shall not apply to an assignment or subletting to the parent or subsidiary of a corporate lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving such Lessee.

11. Compliance With Rules and Regulations. Lessee shall observe and comply with such reasonable rules and regulations as Lessor may prescribe, on written notice to Lessee, for the safety, care, and cleanliness of the building and the comfort, quiet, and convenience of other occupants of the building.

12. Utilities. Lessee shall pay for all utilities, including but not limited to electricity, heating, cooling, telephone, water, sewer, trash disposal and janitorial services.

13. Damages to Building. If the building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed twenty-five

percent (25%) of the replacement value of the building (exclusive of foundations) just prior to the occurrence of the damage, then Lessor may, no later than the 30th day following the damage, give Lessee a notice of election to terminate this lease; if the cost of restoration will equal or exceed twenty-five percent (25%) of such replacement value and if the premises shall not be reasonably usable for the purposes for which they are leased hereunder, then Lessee may, no later than the 30th day following the damage, give Lessor a notice of election to terminate this lease.

In either event of election, this lease shall be deemed to terminate on the 10th day after the giving of such notice. Lessee shall surrender possession of the premises within a reasonable time thereafter, and the rent, and any additional rent, shall be apportioned as of the date of surrender.

Any rent paid for any period beyond such date shall be repaid to tenant.

If the cost of restoration as estimated by Lessor shall amount to less than twenty-five percent (25%) of the replacement value of the building, or if, despite the cost, Lessor does not elect to terminate this lease, Lessor shall restore the building and the premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of insurance adjustments between Lessor and its insurance carrier, and Lessee shall have no right to terminate this lease except as herein provided. Lessor need not restore fixtures and improvements owned by Lessee. In any case in which use of the premises is affected by any damage to the building, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the premises are not reasonably usable for the purpose for which they are leased hereunder. The words "restoration" and "restore" as used in this section shall include repairs. If the damage results from the fault of Lessee, or Lessee's agent, employees, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

14. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

15. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any rent, or additional rent, default within three (3) days, or other default within seven (7) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such seven (7) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than one (1) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have

been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

16. Deficiency. In any case where Lessor has recovered possession of the premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the premises or cause the premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the premises or any part thereof as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at Lessor's option, and receive the rent therefor. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting, and the reletting, including brokerage and reasonable attorneys' fees. Thereafter it shall be applied to the payment of damages in amounts equal to the rent hereunder and to the cost and expenses of performance of the other covenants of Lessee as herein provided. Lessee agrees, in any such case, whether or not Lessor has relet, to pay to Lessor damages equal to the rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Lessee on the several rent days above specified. In reletting the premises as aforesaid, Lessor may grant rent concessions, and Lessee shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. If Lessor elects, pursuant hereto, actually to occupy and use the premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as herein defined, during the period of Lessor's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a relief of Lessee's liability hereunder.

Lessee hereby waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or hereafter in force.

Lessor's remedies hereunder are in addition to any remedy allowed by law.

17. No Waiver of Covenants or Conditions. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This lease cannot be changed or terminated orally.

18. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$ _____) for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

19. Right to Cure Lessee's Breach. If Lessee breaches any covenant or condition of this lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

20. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in a postpaid envelope addressed, if to Lessee, at the above described building; if to Lessor, at Lessor's address as set forth above; or, to either, at such other address as Lessee or Lessor, respectively, may designate in writing.

21. Right to Inspect and Repair. Lessor may, but shall not, except as required by the provisions of Section 5, be obligated to, enter the premises at any reasonable times, on reasonable notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason thereof.

22. Conditions of Lessor's Liability. Lessee shall not be entitled to claim a constructive eviction from the premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise thereto and, if the complaints be justified, unless Lessor shall have failed within a reasonable time after receipt of such notice to remedy such conditions.

23. Right to Show Premises. Lessor may show the premises to prospective purchasers and mortgagees and, during the six (6) months prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee.

24. No Other Representations. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

25. Quiet Enjoyment. Lessor covenants that if, and so long as, Lessee pays the rent, and any additional rent as herein provided, and performs the covenants hereof, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this lease.

26. Binding Effect. The provisions of this lease shall apply to, bind and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns.

27. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it

over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, this lease was executed the day and year first above written, in _____, _____ County, Florida.

Lessor:

Lessee:

3.6 Restaurant Lease.

LEASE AGREEMENT made on this _____ day of _____, 20____, between _____, a Florida corporation, hereinafter referred to as "Landlord", and _____, a Florida corporation, hereinafter referred to as "Tenant".

1. Lease. The Landlord hereby leases to the Tenant the restaurant, kitchen and bar of the _____, located at _____, _____, _____ County, Florida, more particularly described in Schedule A attached hereto, along with all equipment, furniture, china, silverware, utensils and fixtures for operation of the restaurant and bar, more particularly described in Schedule B attached hereto, all being hereinafter referred to as the "leased property". The Tenant and its invitees may use Landlord's parking area without charge. The Tenant shall keep the leased property open for business at least six (6) days a week, with business hours as agreed upon between the parties. Tenant shall serve breakfast, lunch and dinner each such business day.

2. Rent.

A. Monthly Rent. The Tenant shall pay to the Landlord a minimum monthly rent of _____ DOLLARS (\$_____) on the first day of each month after commencement of the term of this lease and through _____ 20____, and a minimum monthly rent of _____ Dollars (\$_____) on the first day of each month from _____ 20____, throughout the term of this lease. Minimum monthly rent for the month of commencement of the term of this lease shall be prorated from the date of commencement.

B. Additional Rent.

(1) In addition to the minimum monthly rent, the Tenant shall pay to the Landlord as additional rent for each lease year a sum equivalent to the amount by which _____ percent (_____%) of the gross sales exceeding _____ DOLLARS (\$_____) but not exceeding _____ DOLLARS (\$_____), plus _____ percent (_____%) of the gross sales exceeding _____ DOLLARS (\$_____) but not exceeding _____ DOLLARS (\$_____), plus _____ percent (_____%) of the gross sales exceeding _____ DOLLARS (\$_____), but not exceeding _____ DOLLARS (\$_____), plus _____ percent (_____%) of the gross

sales exceeding _____ DOLLARS (\$ _____), exceeds the total minimum monthly rent paid during the lease year. Within thirty (30) days after the expiration of each quarter of each lease year, the Tenant will furnish to the Landlord a statement verified by a duly qualified officer of the Tenant setting forth the gross sales made on the lease property in such lease year. Together with such statement, the Tenant shall pay to the Landlord the additional rent due for such lease year. Lease years shall be successive, twelve-month periods beginning on the first day of the month following the commencement of the term of this lease.

(2) The term "gross sales" shall mean all receipts from the conduct of all business upon the leased property including the gross sales of services, food, meals, beverages, and merchandise at the leased property, whether sold for cash or on a charge or credit basis. In computing gross sales there shall be deducted the amount of all taxes payable by the Tenant on the sale of services, food, meals, beverages or merchandise in or from the leased property under any state or local law levying or imposing a tax upon such sales; provided however, that no income or similar tax based upon income or profits as such shall be deducted from gross sales. In computing gross sales there may also be excluded any service charge collected by the Tenant and turned over to its employees in lieu of such employees' receiving tips or gratuities from the Tenant's patrons, and the proceeds of the sale of any of the fixtures, equipment or personalty owned by Tenant and used in its business.

(3) The Tenant shall maintain with respect to the business transacted in the leased property, books and records which shall contain sufficient information to permit a calculation of gross sales. The Landlord shall have the right to examine such books and records at any reasonable time.

(4) The Tenant shall take a daily cash register reading and shall deliver to Landlord a copy of its daily cash register report. No sale of any merchandise or service will be made by the Tenant without entering the amount paid therefore on the cash register.

(5) Nothing contained in this lease shall be construed as creating a partnership or joint venture between Landlord and Tenant.

3. Term. The term of this lease shall commence upon approval by the Florida Department of Business and Professional Regulation, Division of Beverage of the transfer of liquor license referred to below, and shall continue for a period of __ (__) years from the first day of the month following the approval, unless sooner terminated as herein provided. If the Tenant wishes to enter into an extension of this lease, it is granted the right to do same, provided it has fulfilled all covenants hereunder to be performed by it, by notifying the Landlord in writing at least six (6) months prior to the end of the term. All terms of any extension will be negotiated within thirty (30) days after the written notification. If not notified, or if the parties cannot negotiate mutually satisfactory terms for an extension within the period for negotiations, then all rights to extend by the Tenant shall terminate and be of no further force and effect.

4. Possession. The Landlord grants the Tenant the exclusive right of possession of the leased premises; provided however, that the Landlord shall have the right to enter the leased property at certain reasonable times for the purpose of inspecting the condition of the leased property.

5. Operation of Business. The Tenant shall have the absolute, full and exclusive control and management of the business conducted on the leased property. The Landlord shall have no right to inspect, test or in any way control the business conducted by the Tenant.

6. Representations by Tenant. The Tenant warrants and represents the following:

A. No liquor license ever issued to it or to any of its officers, directors or shareholders, has ever been suspended or revoked.

B. It knows of no reason why its application to transfer the liquor license should be denied.

C. The Board of Directors of the Tenant have authorized it to execute this Lease Agreement upon the terms and conditions herein set forth.

D. Tenant represents that _____, _____ and _____ own all of the capital stock of _____, and that said ownership is absolute and unencumbered, this is a continuing material representation.

7. Covenants of Landlord. The Landlord covenants with the Tenant as follows:

A. It owns the leased property in fee simple.

B. The leased property is not leased to any other person at this time, and no person other than Landlord has the right to possession of the leased property.

C. The Landlord has the right to make this lease for the term herein provided and covenants that it will execute or procure any further necessary assurances of title and that its Board of Directors have authorized it to execute this lease.

D. The Tenant shall at all times peaceably and quietly enjoy the leased property without any disturbance from the Landlord or from any other person claiming by or through the Landlord.

E. The Landlord shall comply with all terms of and make all payments due on obligations secured by the leased property; and if the Landlord fails, then the Tenant shall have the right, at its option, to pay such obligations and deduct the amount paid from rent due the Landlord.

8. Liquor License. This lease is conditioned upon the issuance to the Tenant of an appropriate liquor license by the State of Florida, Department of Business and Professional Regulation, Division of Beverage. The Landlord shall execute and procure any documents necessary for the

transfer to the Tenant of the present 4-COP-S liquor license held by the Landlord. Tenant covenants that it will not attempt to transfer the license hereunder to be acquired by it to any person or organization other than Landlord or its successors and that Tenant shall execute and procure any documents necessary for the return of license to Landlord upon termination of this lease.

9. Maintenance and Repairs. The Landlord shall, at its expense, make all necessary repairs and replacements to, the leased property, the pipes, heating system, air conditioning system, plumbing system, fixtures, equipment and other property listed in Schedules A and B attached hereto until _____, 20____, and thereafter such cost shall be divided equally between Landlord and Tenant; provided however, that the Tenant shall, at its expense, repair property damaged by fault attributable to the Tenant and replace china, silverware and kitchen utensils as needed by the Tenant. If either party fails to pay its share of the expense, the other party may either add or deduct, respectively, such amount from the rent due.

10. Improvements. The Tenant shall have the right to make changes or alterations to the buildings on the leased property which do not impair the structural soundness or diminish the value of the building. Upon agreement of both Landlord and Tenant, Landlord may pay one-half (1/2) of the expense of such improvement, then the improvement shall remain on the leased property and become the property of the Landlord upon termination of the lease. If the Landlord does not bear at least one-half (1/2) of the expense, the improvement shall remain the property of the Tenant, shall not become a fixture and may be removed by the Tenant within fifteen (15) days after termination of the lease, provided however, that Tenant returns any part of the premises so changed to its original condition.

11. Personalty. The Tenant shall have the right to place additional kitchen equipment, dining equipment, furniture and other personal property on the leased property and to attach such personal property securely and permanently to the leased property. Upon agreement of both parties, the Landlord may pay one-half (1/2) the expense and the property shall then remain on the leased property upon termination of the lease. But if there is no such agreement, then it is expressly agreed and understood that such personal property shall remain the property of the Tenant, shall not become a fixture and may be removed by the Tenant within a reasonable time after termination of the lease; provided however, that the Tenant returns any part of the premises so changed to its original condition.

12. Utilities. The Tenant shall pay all charges for gas, electricity, light, heat, power, telephone and other utility services used by the Tenant on the leased property, and shall indemnify the Landlord against any liability or damages on such account; provided however, that the Landlord shall pay all charges for water, sewer, garbage, and other utilities charged to the motel building as a whole and that the Landlord shall pay the money deposits required to obtain any utility service. If the Tenant fails to pay its share of the utilities, then the Landlord may pay it and add that amount to the rent due.

13. Taxes. The Landlord shall pay all taxes and assessments upon the leased property, both real and personal, and shall indemnify the Tenant against any liability or damages on such account, provided that the Tenant shall pay all personal property taxes due or to become due on personal property owned by it.

14. Prior Debts and Taxes. The Landlord covenants that all debts and taxes incurred prior to the date of this lease by the Landlord or by previous operators of the leased property have been paid, and the Landlord shall indemnify the Tenant against any liability or damages on such account.

15. Sale of Leased Property. Provided Tenant is in compliance with each and every term of this agreement, Landlord agrees that, during the term of this agreement or any extension hereof, should Landlord desire to sell the motel buildings and land of which the premises hereunder affected are a part, it will grant and does grant to Tenant a right of first refusal to purchase the motel buildings and land at a price and on the same terms as those it intends to sell at. The right granted hereunder shall be exercised by Tenant within twenty (20) days of delivery to Tenant of the terms of sale by owner. In the event Landlord sells the buildings and land upon which the premises leased hereunder are located and in the event Tenant forgoes its right to purchase then, in that event, either party or their successors or assigns shall have a right to terminate this lease upon thirty (30) days prior written notice to the other, provided however, that if this lease is terminated by Landlord or its successors or assigns, as herein provided, Tenant shall receive as liquidated damages for such cancellation a sum equal to the amount of rent paid to the Landlord by the Tenant in the six months preceding the termination.

16. Fire or Other Casualty. In case of damage by fire or other casualty to the building in which the leased property is located, if the damage is so extensive as to amount practically to the total destruction of the leased property, then this lease may be terminated upon written notice by either party to the other, and the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other casualty, without fault of the Tenant, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the leased property untenable, in whole or in part, there shall be an apportionment of rent until the damage has been repaired. If the repairs are not complete within three (3) months, the Tenant may terminate the lease upon notice to the Landlord. Both the Landlord and the Tenant shall have an insurable interest in the leased property and in the building in which the leased property is located, and both the Landlord and the Tenant may purchase casualty and liability insurance on the leased property and building, at their own expense and at their discretion.

17. Liens and Mortgages. If any lien or mortgage which now or hereafter affects the Landlord's interest becomes the subject of a foreclosure action, then the Tenant may terminate this lease upon notice at any time to the Landlord for such breach.

18. Insolvency. If at any time during the term of this lease, either party shall become insolvent, become the subject of a bankruptcy proceeding or have a trustee or receiver appointed for their

property, then the other party may terminate this lease because of such breach upon notice to the breaching party.

19. Licenses. The Tenant shall obtain and pay the charges for all licenses necessary to operate its business on the leased property.

20. Remedies.

A. The Tenant shall be in default if it does not pay any rent called for hereunder within thirty (30) days after due.

B. If the Tenant surrenders the leased property before the lease is terminated, the Landlord shall be entitled to receive the monthly rent called for in Paragraph 2 hereof, until Landlord secures a third party tenant upon substantially the same terms as this lease or until the Landlord or any other person operates the leased property, plus an additional two months minimum rent.

C. If either party defaults as to any material obligation, provision, covenant, representation or duty under this lease, then the other party may terminate the lease upon notice and recover damages from the defaulting party.

21. Assignment. Neither party shall assign its interest in this lease without the prior written consent of the other party.

22. Entire Agreement. This instrument constitutes the entire understanding of the parties hereto and cannot be modified except by written agreement signed by the party against whom the modification is enforced.

23. Binding. This agreement shall be binding on the successors and assigns of the parties.

24. Laws. Both parties agree to comply with any and all laws and governmental regulations imposed by governmental entities having jurisdiction to impose same.

25. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed this Lease Agreement on the day and year first above written.

Landlord:

Tenant:

3.7 Commercial Lease.

Agreement of Lease, made the _____ day of _____, 20____, between _____, a Florida corporation, having its principal office at _____, hereinafter referred to as Landlord, and _____, a Florida corporation, having its principal office at _____, hereinafter referred to as Tenant,

Description of Demised Premises; Use

Witnesseth, that the Landlord does hereby demise and lease to the Tenant all those certain lands (the boundaries of which are outlined in green on the annexed drawing) on the _____ of _____, in the City of _____, County of _____ and State of Florida. Said lands lie approximately _____ feet west of its intersection with _____ Avenue. Also demised herein is a single story building (no basement) to be constructed by the Landlord at the location outlined in red on the annexed drawing; said building shall have a frontage of _____ feet by a uniform depth of _____ feet, containing _____ (_____) square feet of floor space. The entire demised lands and improvements thereon shall be for the exclusive use of the Tenant, its agents, servants and invitees for any lawful purpose, including without limitation, for the preparation, manufacture, storage, sale and display of goods, wares and merchandise and for office space in connection therewith, upon the following terms, covenants and conditions:

1. Term. The term of this lease shall be five (5) years commencing _____, 20____, and terminating the last day of _____, 20____.
2. Rent. The Tenant shall pay as rent the sum of _____ Dollars (\$_____ per annum in equal monthly installments of _____ Dollars (\$_____) each, in advance on the first day of each month during the term hereof.
3. Occupancy; Failure to Give Possession. The Landlord shall deliver actual possession of the premises to the Tenant ready for occupancy on the 1st day of _____, 20____.

In the event such possession is delivered to the Tenant prior to said date, the Landlord shall be paid rent on a pro-rata basis at the rate provided in paragraph 2 hereof. This provision, however, shall not affect or change the termination date of this lease or any renewal periods herein fixed.

In the event such possession shall not be delivered on said date, but is delivered prior to _____, 20____, no rent or other obligation of the Tenant hereunder shall begin to accrue until 30 days after such delivery. The date of expiration of this lease, specified above, shall not be postponed because of failure to deliver such possession on the date agreed. If the premises are not so delivered on or before the _____ day of _____, 20____, the Landlord shall pay to the Tenant the sum of \$_____ as liquidated damages for the breach of this covenant and not as a penalty, or in the alternative, the Tenant may refuse to accept such payment and may terminate

this lease by written notice to the Landlord. In the event possession of the premises is not delivered to the Tenant on or before _____, 20____, due to strikes, acts of God, or any causes entirely beyond the Landlord's control, the right of the Tenant to terminate this lease for non-completion of the premises shall be postponed to _____, 20____, and the Landlord shall not be required to pay the said sum of \$ _____ to the Tenant. The foregoing sentence shall not in any way limit the Tenant's right to terminate this lease at any time after _____, 20____.

4. Repairs; Remedies of Tenant for Landlord's Default; Utilities. The Tenant shall make necessary minor repairs to the interior of the premises. The Landlord shall make all other repairs including structural repairs, repairs to the exterior of the premises including the roof, skylights, sidewalks and parking areas, and repairs to the electrical, plumbing, heating, air conditioning, sprinkler and hot water systems. The Landlord shall also make any repairs necessitated by water seepage or by other causes not under the Tenant's control. The Landlord shall also make any repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect. If the Landlord shall fail, within a reasonable time after request therefor, to make such repairs or changes, or repairs necessitated by fire or other casualty, then (a) the Landlord shall be liable for any damages to property or loss thereby sustained by the Tenant, and (b) the Tenant may have such repairs or damages made at the expense of the Landlord. The Tenant, whenever the weather shall require, shall heat and air condition the premises. The Tenant shall pay all charges for water, electricity and gas or oil supplied to the premises. Meters shall be installed by the Landlord to measure the Tenant's use of such utilities.

5. Assignment or Subletting. The Tenant may assign or sublet the demised premises or any part thereof for the purposes herein permitted or for any other lawful business not extra-hazardous on account of fire without relieving the Tenant from the obligations hereunder.

6. Destruction by Fire or Other Casualty. If during or prior to the terms hereby granted, the premises shall be damaged or destroyed by fire or other casualty, the Landlord shall repair and restore the same at the Landlord's expense and as promptly as possible. If such damage or destruction: (a) shall be so extensive that the cost of repair or restoration would be in excess of 75% of the value of the demised store building (exclusive of land) when restored; and (b) shall occur at a time when the unexpired term of this lease shall be less than three years, this lease shall terminate unless, within 30 days after such damage or destruction, the Tenant shall have elected to exercise one or more privileges of extension, given the Tenant by this paragraph or paragraph 9 hereof, and the aggregate of such unexpired and extended terms shall be at least three years. If at the time of the injury or destruction mentioned in subdivision (a), the aggregate unexpired and renewal terms shall be less than three years, the Tenant shall be privileged to extend the then current term for a period of three years, as hereinafter mentioned. If the Tenant shall elect to take such three year extension, then: (1) the Landlord shall repair or restore the demised premises at the Landlord's expense and as promptly as possible; (2) the said three (3) year extension shall begin 30 days after the Landlord shall have completed such repairs or

restoration; and (3) the Tenant shall have no right of extension or renewal other than said three year extension. In the event of termination under this paragraph, all rent shall be adjusted and apportioned at the time of such destruction; otherwise, the rent shall be abated in an amount corresponding with the time during which and the extent to which the premises have been untenable.

7. Right of Landlord to Enter; For Rent Signs. The Landlord may enter the demised premises during all reasonable business hours to inspect the same or to exhibit the premises to prospective purchasers or tenants. During the two months immediately preceding the final expiration of the term hereby granted, the Landlord may affix a notice, not greater than four square feet in area, that the premises are for rent, to a suitable part thereof exclusive of doors and windows and so as not to obstruct the Tenant's signs.

8. Quiet Enjoyment. The Landlord warrants and covenants that the premises may be used for the purposes herein contemplated throughout the term of this lease and any extensions thereof. The Tenant shall quietly enjoy the premises for the full term herein granted and for all extensions herein provided for.

9. Extension of Term. The Tenant, at its option, shall be entitled to six (6) successive extensions of this lease to be exercised separately, each such extension to be for a period of three years and to be upon the same terms, covenants and conditions as those of this lease.

Unless the Tenant shall have given the Landlord at least _____ days' notice of its intention not to extend this lease at its expiration or at the expiration of any extension period herein referred to, except the last extension period, it shall be considered as having elected to avail itself of said option from term to term, without further notice to the Landlord. Furthermore, the Tenant may, at any time thereafter during its tenancy hereunder, elect to exercise this option as to any one or more of such extensions by giving notice of such election to the Landlord.

10. Title of Landlord. The Landlord covenants and warrants it has full right and lawful authority to enter into this lease for the full term herein granted and for all extensions herein provided, and that it has a good and marketable title to the premises, free and clear of all occupancies, tenancies, mortgages, liens, and other encumbrances except the following: _____.

11. Subordination. This lease shall be subject and subordinate to the lien of any first mortgage now against said premises or which may hereinafter be placed against the demised premises, provided: (a) that the holder thereof shall not be entitled to terminate this lease, or any extension thereof, by foreclosure or other means, provided the Tenant or its successors or assigns shall not be in default hereunder beyond any period herein given the Tenant to cure such default; (b) that the proceeds of any insurance on the mortgaged premises, payable by reason of fire or other casualty so insured, may be applied first, in payment of the cost of restoring the premises after such injury before any part of such proceeds or award may be applied on account of any part of the mortgage debt; and (c) that the lien of such mortgage shall not cover any of Tenant's fixtures,

alterations or improvements which, by law or the terms of this lease, Tenant is permitted to remove from the demised premises.

12. Changes and Alterations. The Tenant may from time to time, at its expense, paint and decorate the premises and make such nonstructural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for the purpose of its business. The Tenant may make structural alterations or additions only with the Landlord's approval, which approval the Landlord will not unreasonably withhold or delay.

13. Surrender. On the termination of the Tenant's occupancy, the premises shall be surrendered in the condition in which the Tenant is hereby required to maintain the same. In the event the Tenant shall for any reason remain in possession after the expiration of either the term hereby granted or any renewal or extension thereof (except pursuant to such renewal or extension), or after the date specified in any notice of termination given by either the Landlord or Tenant, such possession shall be as a month to month tenant during which time the Tenant's liability shall be limited to payment of a monthly rent equal to that accruing during the last month of the preceding term.

14. Removal of Tenant's Fixtures. The Tenant shall have the privilege at any time on or before vacating the premises of removing any or all of its personal property, equipment and fixtures, and shall repair any damage thereby caused.

15. Notice to Tenant of Default in Payment of Rent. If any rent shall become due and unpaid, the Landlord may give the Tenant notice thereof and only if the Tenant shall fail to remedy such default within twenty days after receipt of such notice shall it be lawful for the Landlord to maintain proceedings for the recovery of possession of the premises.

16. Change in Ownership of Demised Premises. If the ownership of the premises or the name or address of the party entitled to rent hereunder shall be changed, the Tenant may, until receipt of proper notice of such change, continue to pay the rent accrued and to accrue hereunder to the party to whom and in the manner in which the last preceding installment of rent was paid, and each such payment shall to the extent thereof exonerate and discharge the Tenant.

17. Default of Landlord in Payment of Mortgage Obligations and Other Charges. If the Landlord shall fail to pay, within ten days after due, the principal, interest, or installment of either, on any mortgage paramount to this lease, or any installment of taxes, easements or water charges affecting the premises, or shall fail promptly to remove any other lien or charge which could jeopardize the Tenant's right to possession as hereby granted, the Tenant may pay the items in question. Any such payment shall entitle the Tenant to be subrogated to the lien or charge of the item so paid in addition to the rights given the Tenant under paragraph 18 hereof.

If the Landlord shall fail to carry out any obligation on the Landlord's part in this lease contained, the Tenant may, after reasonable notice or without notice if in the Tenant's judgment an emergency shall exist, perform such obligation at the expense of the Landlord.

18. Reimbursement of Tenant for Advances on Account of Landlord. If the Tenant shall make any payment or advance at the expense or for the account of the Landlord, pursuant to any provisions of this lease, the Tenant shall be entitled to reimbursement thereof from the Landlord. The Tenant may apply such claim against any subsequent installment of rent and, if not reimbursed at the expiration of the term hereby granted or any extensions thereof, may remain in possession of the premises until completely reimbursed.

19. Notices. Any notice or demand, which, under the terms of this lease or by any statute or ordinance, must or may be given or made by a party hereto, shall be in writing and may be given by certified or registered mail sent to the other party at the address of its principal office hereinabove mentioned, or to such other address as such party may from time to time designate by notice.

20. Plate Glass Breakage. Notwithstanding anything herein to the contrary, the Landlord shall repair and replace plate glass damaged as a result of casualty covered under the Landlord's policy of fire insurance with extended coverage.

21. Fire Insurance. The Landlord will insure the premises against fire loss by policies with extended coverage; and the Tenant shall not be liable for injury to the premises by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of such injury the Landlord shall look solely to the insurer for reimbursement and not to the Tenant.

22. Compliance With Laws. The Tenant shall promptly execute and comply with all laws, ordinances, regulations and requirements of any or all federal, state, county and municipal authorities having jurisdiction over the manner in which the Tenant's business is conducted, but only in so far as these laws, regulations, ordinances and requirements are violated by the conduct of the Tenant's business.

23. Signs. The Tenant may, upon obtaining any necessary permits from governmental authorities, erect and maintain at its own expense, from the date of execution hereof throughout the duration of this lease, signs of such dimensions and materials as it may desire.

24. New Construction by Landlord. The Landlord shall begin promptly the work called for on the annexed specifications and shall complete same in a neat and workmanlike manner and in compliance with said specifications. The Tenant shall not be deemed to have received actual possession of the premises within the meaning of paragraph 3 hereof until all such work has been satisfactorily completed, and the Landlord covenants that all such work shall be carried out in accordance with the requirements, orders and limitations of all local, state or federal departments

or bureaus having jurisdiction therein, and upon completion the premises shall be in compliance with all governmental requirements for the use which the Tenant may make of them. All permits and licenses and the necessary insurance required in connection with the above work are to be obtained and paid for by the Landlord.

25. Work Specifications. The specifications and drawing hereinbefore referred to have been initialed by the parties for identification and are annexed to and hereby made a part of this lease.

26. Parking Facilities. The Landlord warrants that it will provide parking facilities at the location shown on the annexed drawing to accommodate a minimum of _____ cars.

27. Obligation of Tenant to Pay Share of Increase in Taxes. During the _____ calendar year of the Tenant's occupancy of its store building, and during each succeeding calendar year of its tenancy, the Tenant shall reimburse the Landlord in an amount equal to fifty percent of the amount by which the annual real estate taxes on the premises covered by this lease for such _____ and subsequent calendar years may exceed the sum of \$ _____ plus the sum of such real estate taxes for the _____ full year.

If the tax assessment for said _____ year is not based upon the full assessed value of the land and building, then the base tax shall be determined from the year in which the land and building are fully assessed and thereafter that assessment shall be used in determining the base tax figure.

Promptly after the close of each calendar year, the Landlord shall submit to the Tenant a verified statement showing the computations upon which the Tenant's liability, if any, is based, together with the applicable receipted tax bills or photostats of same and the Tenant's obligation pursuant to this paragraph shall be due and payable within thirty (30) days thereafter. In no event shall the Tenant's contribution be in excess of _____ Dollars (\$ _____) for any one calendar year.

The Tenant shall not be responsible or liable for any assessments or special levies whatever, nor for any income or other taxes of the Landlord, its liability under this grammatical paragraph being limited to ordinary real estate taxes.

Real estate taxes for any odd portion of a calendar year at the end of a lease term shall be pro-rated on a per diem basis.

28. Enlargement of Building. The Tenant may require the Landlord to enlarge its building upon the area designated "Reserved for Future Expansion" on the annexed drawing. In the event such enlargement is called for, it shall be constructed in accordance with the plans and specifications to be provided by the Tenant. Upon receipt of such plans and specifications from the Tenant, the Landlord shall obtain bids for such work from not less than three good and reputable contractors, all of whom shall have been previously approved by the Tenant. The Tenant may approve any one of said bids or decline all three. Should the Tenant approve one of said bids, then the Landlord shall promptly undertake to have the building enlarged by the contractor whose bid was approved. Upon completion of such enlargement, the rental called for herein shall be increased

by an amount equal to \$_____ for each square foot of additional space provided by said enlargement, or ten percent of the amount of the approved bid, whichever is greater, and the then existing term of this lease shall be automatically extended so as to terminate five years thereafter. The Landlord agrees that such work shall be conducted so as to interfere as little as possible with the Tenant's operation in its then existing store building, furthermore, the Landlord shall continue to provide the existing store with all utilities throughout such work. Such addition shall become part of the demised premises as if originally demised hereunder and shall be subject to all terms, covenants and conditions of this lease.

29. No Oral Modification. This lease may not be modified except by an instrument in writing, signed by the parties hereto, their heirs, legal representatives, successors or assigns.

30. No Forfeiture. Breach of any covenant of this lease, except a covenant to pay rent, shall not entitle the Landlord to a forfeiture of the term thereof.

31. Successors Bound. The covenants and agreements contained in this lease shall inure to the benefit of and be binding on the parties hereto, their heirs, legal representatives, successors, or assigns.

32. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In witness whereof the parties hereto have executed this lease the day and year first above written.

Landlord:

Tenant:

3.8 Shopping Center Space Lease.

This indenture made this _____ day of _____, 20____, by and between _____ and _____, both of _____ [hereinafter jointly called the Lessor], which expression shall include their heirs, executors, administrators and assigns, where the context so requires or admits, party of the first part, and _____, a Florida corporation duly established by law and having a usual place of business in _____ [hereinafter called the Lessee], which explanation shall include successors and assigns, where the context so requires or admits, party of the second part.

Witnesseth

Article 1

LEASED PREMISES, TERM, BASE RENTAL

1.1 That in consideration of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby lease and demise unto the Lessee and the Lessee does hereby take, lease and hire from the Lessor the premises in _____, Florida, known as and described as follows:

[Here describe location in building and street address and square footage];

and being a part of the land with the buildings thereon described in a deed given by _____ to the Lessors, dated _____ and recorded in the Public Records of _____ County, Florida, in O.R. Book _____ page _____.

1.2 To have and to hold unto the Lessee its successors and assigns, for the term of _____ years commencing _____, and ending _____.

1.3 Yielding and paying as rent therefor the sum of _____ [here insert total rental for term of lease] payable as follows:

a. For the period _____ and ending _____, _____ equal consecutive monthly installments of _____ each.

All monthly rental payments hereunder shall be due and payable on the first day of each month during the term.

Article 2

LESSEE'S COVENANTS

The Lessee for itself, its successors and assigns, does hereby covenant with the Lessor, their heirs, executors, administrators and assigns as follows:

2.1 Rent. That the Lessee shall pay the rent at the times and in the manner aforesaid.

2.2 Use of Premises. That the premises shall be used as a shop and for no other purpose.

2.3 Real Estate Tax. The Lessee shall pay to the Lessor as additional rent _____ PERCENT of any increase in the annual real estate taxes (whether due to an increase in assessed value or of the tax rate, or both, and/or alterations, additions and improvements which may be made to the real estate hereafter) over the base year _____, during the term of this lease. Such amount shall be paid within FIFTEEN (15) days after written demand by the Lessor. A tax bill of the County of

_____ or any other appropriate taxing authority shall be sufficient evidence of the amount of the real estate taxes so levied, and for the calculation of the amount to be paid by the Lessee.

2.4 Utilities. The Lessee agrees to furnish and promptly pay for its own water, gas, electricity, telephone, and all other utilities, including but not limited to sewer use charges.

2.5 Fire Insurance and Extended Coverage. The Lessee agrees to insure and keep insured, during the entire term of this lease agreement, at its sole expense, but in the name of the Lessor, the demised premises for loss or damage by fire and all other casualties (extended coverage) in at least the sum of \$_____ in companies reasonably satisfactory to the Lessor, and shall pay all premiums as they become due and will deliver copies of such policy or policies to the Lessor immediately upon procurement thereof. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after THIRTY (30) DAYS written notice to the Lessor.

2.6 Liability Insurance. Lessee shall obtain and maintain during the entire term of this lease at its sole cost and expense, public liability insurance with limits of not less than \$_____ per incident for personal injury or death, and \$_____ for property damage, naming the Lessor as an insured on said policy, and shall deliver copies of said policy or policies to the Lessor immediately upon procurement thereof.

2.7 Plate Glass Insurance. The Lessee shall obtain and maintain during the entire term of this lease, at its sole cost and expense, plate glass insurance, insuring all plate glass at the demised premises naming the Lessor as the loss payee on such policy and shall deliver a copy of said policy to the Lessor immediately upon procurement thereof.

2.8 Trash Removal. The Lessee will be responsible for removing all trash.

Article 3

ALTERATIONS OR IMPROVEMENTS

3.1 No alterations, additions, or improvements to the leased premises shall be made by the Lessee without first having the consent, in writing, of the Lessor, and any alterations, additions, or improvements made by the Lessee after such written consent shall have been given, including any and all fixtures installed by the Lessee excepting trade fixtures, equipment and machinery, shall at the Lessor's option remain on the leased premises as the property of the Lessor, or shall be removed therefrom and the leased premises restored to their original condition as herein set forth at the sole cost of the Lessee, at the expiration or sooner determination of this lease. The Lessee shall, at its own cost, repair any damage caused by the removal of trade fixtures, equipment and machinery, restoring the leased premises to their original condition, usual use and wear excepted. The Lessee agrees to save the Lessor harmless on account of claims for mechanics, materialmen, or other liens in connection with any alterations, additions, or

improvements to which the Lessor may give its consent in connection with the leased premises, and the Lessee will, if required by the Lessor, furnish such waiver or waivers of lien or bond in form and with surety satisfactory to the Lessor, as the Lessor may require before starting any work in connection with making alterations, additions or improvements to the leased premises.

Article 4

ASSIGNMENT OR SUBLETTING

4.1 The Lessee covenants not to assign this lease nor to underlet the premises or any portion thereof, nor license, suffer or permit any person to occupy or use the same without the prior written consent of the Lessor in writing.

Article 5

EXPIRATION OR OTHER TERMINATION

5.1 The Lessee covenants, at the expiration or other termination of this lease, to remove all goods and effects from the leased premises not the property of the Lessor, and to yield up to the Lessor the leased premises and all keys, locks and, except as provided in Article 3 hereof, other fixtures connected therewith, and all alterations, additions or improvements to or upon the same, in good repair, order and condition in all respects, wearing and use thereof and damage by accidental fire or other unavoidable casualty only excepted, and the Lessee authorizes the Lessor to store in any public warehouse or elsewhere and in the name and at the risk and expense of the Lessee any personal property not so removed, or to sell at public or private sale, without notice, any or all of said property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property without any obligation on the part of the Lessor.

Article 6

EMINENT DOMAIN, DAMAGE BY FIRE, ETC.

6.1 The Lessor and the Lessee covenant and agree that in case the leased premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any street or other public use, or shall be destroyed or damaged by fire or other unavoidable casualty, or by the action of the Town or other authorities, or shall receive any direct or consequential damages for which the Lessor or the Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, after the execution hereof and before the expiration of the said term, then this lease and the said term shall terminate at the election of the Lessor, and such election may be made in case of any such taking, notwithstanding the entire interest of the Lessor may have been divested by such taking; and if the Lessor shall not so elect, then in case of any such taking, or destruction of, or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just

proportion of the rent hereinbefore reserved, according to the nature and extent of the injury sustained by the leased premises, shall be suspended or abated until the leased premises, or, in case of such taking what may remain thereof, shall have been put in proper condition for reasonable use and occupation; unless the Lessor for a period of SIXTY (60) DAYS after such taking, destruction or damage has not with reasonable diligence commenced putting the same in proper condition for reasonable use and occupation, in which case the Lessee may, by written notice to the Lessor, given within SEVEN (7) DAYS after the said SIXTY (60) DAY period, terminate this lease; and the Lessee hereby releases and discharges the Lessor from any claim it may or may in the future have against the Lessor by reason of any taking as hereinbefore set forth; and the Lessee hereby assigns to the Lessor any and all claims and demands for damages on account of such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will, from time to time, execute and deliver to the landlord such further instruments of assignment of any such claims and demands as the Lessor shall request.

Article 7

TENANT'S FURTHER OBLIGATIONS

7.1 The Lessee further covenants and agrees with the Lessor that during the term of this lease and for such further time as the Lessee shall hold the leased premises, or any part thereof, that it will save the Lessor harmless from all loss and damage occasioned to person, the building, or any other property by the use or escape of water upon the leased premises or by the stoppage, leaking or bursting of the pipes, or by any nuisance or other condition made or suffered to, or on the leased premises by the Lessee, or its servants, agents, employees, customers or visitors; that the Lessee shall keep all in singular the leased premises in such repair, order, and condition (except structural repairs) as the same are at the commencement of the said term, or may be put in during the continuance thereof, damage by fire, or other unavoidable casualty, and usual use and wear excepted; will keep good, with glass of the same kind and quality as that which may be damaged or broken, all the glass now or hereinafter in the leased premises; will not permit any holes to be drilled or made in the stone, brick work, walls, or partitions of the leased premises or of the building, nor permit any signs, placards, or awnings to be placed upon the leased premises or the building, except such and in such place and manner as the Lessor shall, in writing, have approved; will not overload, damage or deface the leased premises; will not make, allow or suffer any unlawful, improper, noisy or offensive use thereof, or any occupation thereof contrary to any law of the State or ordinance or bylaw for the time being or from time to time in force in the Town of _____, or that shall be injurious to any person or property or liable to endanger or affect any fire insurance, with extended coverage, or liability insurance on the leased premises including the building, or its contents, or increase the premiums therefor, it being understood that the Lessee shall use the leased premises only as provided for in Article 2.2 hereof; and it agrees that it will, on written demand, reimburse the Lessor for all extra and/or additional premiums caused by the Lessee's use of the leased premises, and will comply with rules and regulations of the Fire Marshall, Board of Health, and other public officers or authority having jurisdiction;

will not obstruct the sidewalks, ways or other approaches to the building. This covenant of the Lessee relating to the use of the leased premises and of the building and of anything therein shall be construed to include the use thereof by the Lessee's servants, agents, employees, customers or visitors.

Article 8

REMEDIES IN THE EVENT OF DEFAULT

8.1 In the event of any breach of this lease by the Lessee, which shall not have been cured within TEN (10) DAYS, then the Lessor, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Lessee.

8.2 Should the Lessor elect to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this lease or it may, from time to time, without terminating this lease, relet said premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Lessor in its own discretion may deem advisable. Rentals received by the Lessor from such reletting shall be applied: first, to the payment of any cost of such reletting; and second, to the payment of rent due and unpaid hereunder; and the balance, if any, shall be held by the Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Lessee hereunder, the Lessee shall pay such deficiency to the Lessor monthly. The Lessee shall also pay to the Lessor, as soon as ascertained, the cost and expenses incurred by the Lessor in such reletting.

Article 9

INDEMNIFICATION

9.1 To the extent allowed by law, the Lessee agrees to indemnify and defend the Lessor against, and hold it harmless from, any and all suits, demands, loss or liability, on account of or in connection with any injury, loss or damage to any person or property resulting or claiming to have resulted from the use of the leased premises by the Lessee, its servants, agents, employees, customers or visitors, or for that portion of the building not within the Lessee's exclusive control (including, and without any implied limitation, both the areas inside and outside thereof) resulting or claimed to have resulted from the Lessee's omission, fault, negligence, or other misconduct.

Article 10

LESSOR'S ACCESS TO PREMISES

10.1 The Lessor may, at any reasonable time during the Lessee's occupancy, enter either to view the leased premises, or to make repairs thereto or to the building, or to introduce or replace any fixture or other construction therein (but the Lessor shall be under no obligations to make repairs to, or to introduce or replace any fixtures in or to, or to do other construction in or to, the leased premises except as herein provided), or to remove, without being held liable therefor, placards, signs, awnings, and the like, not expressly consented to in writing, or to show the leased premises to others during the six-month period prior to the expiration of the term of this lease.

Article 11

QUIET ENJOYMENT

11.1 The Lessor covenants and agrees that the Lessee, subject to the terms of this lease, and upon paying the basic monthly rental and additional rent and performing the other terms, covenants and conditions of this lease, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the leased premises during the term of this lease.

Article 12

SUBORDINATION

12.1 The Lessee hereby agrees to subordinate the lien of this lease to any new first mortgage that may be placed on the land and buildings of which the leased premises are a part, or a blanket mortgage, if any, placed on such land and buildings, and other lands and buildings owned by the Lessor by a bank, trust company, insurance company, or other lender, and the recording of such new mortgage shall be deemed prior in lien to this lease, and the Lessee will, upon demand, but at the expense of the Lessor, execute any instrument necessary to effectuate such subordination, and if the Lessee, within SEVEN (7) DAYS after submission of such instrument, fails to execute the same, the Lessor is hereby authorized to execute the same as attorney-in-fact for the Lessee.

Article 13

ADVANCE RENT

13.1 The Lessee has paid to the Lessor as advance rent the sum of _____ DOLLARS. Said advance rent shall be used as security for the full and faithful performance by the Lessee of all of the covenants and conditions of this lease required to be kept, performed or fulfilled by the Lessee. Such sum, without interest thereon, shall be applied by the Lessor to the rent for the last month of the term hereof or sooner determination thereof, provided the Lessee has fully and faithfully kept, performed and fulfilled all of its covenants and conditions. Prior to the time

when said money shall be applied, the Lessor shall have the right to intermingle such sum with its own funds and to use such sum for such purposes as the Lessor may determine.

Article 14

GENERAL PROVISIONS

14.1 Demand or Notice. All of the covenants of the Lessee shall be in force without demand or notice during the term hereof and for such further time as the Lessee or any person or persons claiming under the Lessee shall hold the leased premises.

14.2 Waiver. Waiver of any breach or default hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, due and payable, is not and shall not be construed to be a waiver of any subsequent breach or default or imply any future indulgence.

14.3 Notices. All notices to be required to be given by the Lessor to the Lessee shall be sent by registered mail addressed to the Lessee at the leased premises, or to such place that the Lessee shall, in writing, designate to the Lessor, or shall be delivered in hand to the Lessee. Whenever notice shall be required to be given to the Lessor, it shall be sent by registered mail addressed to the Lessor at such address as shall have been last designated in writing by the Lessor to the Lessee, the Lessor's present address being designated as _____.

14.4 Heirs, etc. All of the covenants and conditions of the within lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed, and the same shall be construed as covenants and conditions running with the land, and whenever in this lease reference is made to either of the parties hereto, it shall be held to include and apply to the heirs, executors, administrators, successors and assigns of such party, the same as if in each and every case so expressed.

14.5 Expressions. The expressions "Lessor", "Lessee", or the pronoun "It" referring to the Lessor or the Lessee shall be deemed to refer to the actual Lessor or Lessee for the time being as the case may be and the context hereof may admit or require, irrespective of whether such Lessor or Lessee is a natural person or persons, a corporation, or other entity.

14.6 Marginal Headings. The marginal headings contained herein are not part of this lease but are inserted only for convenience.

14.7 Invalidity. If in any respect any provision of this lease, in whole or in part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provision which shall be invalid, and in all other respects shall stand as if such invalid provision had not been made, and it shall fail to the extent and only to the extent, of such invalid provision and no other portion or provision of this lease shall be invalidated, impaired or affected thereby.

14.8 Entire Agreement. This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument, in writing, executed by the parties or their respective successors in interest.

14.9 Applicable Law. This agreement shall be construed in accordance with the laws of the State of Florida.

15. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

LESSOR:

LESSEE:

GUARANTEE

For good and valuable consideration paid, the receipt whereof is hereby acknowledged, and further as an inducement to the Lessor to enter into the foregoing lease, the undersigned Guarantor, in consideration of the benefits to flow to the Lessee and to the undersigned as a stockholder, officer, and director of said Lessee, does hereby fully guarantee the full and faithful performance of all of the obligations, duties, and liabilities of the Lessee in the foregoing lease.

No subletting of the premises or assignment of said lease consented to by the Lessor nor the waiver by the Lessor of any breach by the Lessee shall in any manner void or mitigate this guarantee.

Witness my hand and seal this _____ day of _____, 20____.

GUARANTOR:

CHAPTER 4. LEASE CLAUSES

A. TERM OF LEASE

4.1 Fixed Period.

This lease is for a term of _____ years commencing on _____, 20____, and ending on _____, 20____.

4.2 Period of Lessee's Life.

This lease shall commence on the date hereof and shall continue so long as the Lessee shall live.

4.3 Tenancy From Week to Week.

To hold the same from week to week, commencing on _____, 20____, at the weekly rate of \$_____, payable in advance on the Saturday in every week, the first payment to be made on the signing of this agreement. Either party may terminate this lease by giving to the other one week's notice in writing, expiring on the Saturday in any week.

4.4 Tenancy From Month to Month.

To hold the same for one month from _____, 20____, and so on from month to month until one of the parties shall give to the other one month's notice in writing of its intention to terminate the lease at the end of the following month.

4.5 Tenancy From Year to Year.

To hold the same for one year commencing on _____, 20____, and so on from year to year until one of the parties shall give to the other _____ months' notice in writing of its intention to terminate the lease at the end of the first year or any subsequent year.

4.6 Beginning of Term — Completion of Improvements.

It is understood that there are now improvements being made on the premises that render the same untenable. Accordingly, it is agreed that the term of this lease does not begin until the said improvements are finished and the house made ready for occupancy.

4.7 Holding Over.

If the lessee shall, with the knowledge or consent of the lessor, continue to remain in the premises after the expiration of the period for which they are hereby leased, then in such case the lessee shall become a tenant from year to year.

4.8 Extension of Term at Option of Lessee.

The lessee shall have the option to extend this lease for a further term of _____ years, from _____, 20____, to _____, 20____, provided the lessee shall give to the lessor on or before _____, 20____, a written notice of its election to take such extension at a rental of _____ dollars per month.

4.9 Commencement — Landlord to Perform Work.

The term of this lease shall commence on the earlier of:

(1) the first day of the month next succeeding the day Landlord notifies Tenant in writing that substantially all of the work to be done by Landlord in the demised premises has been completed; or

(2) the day Tenant occupies the demised premises,

and shall expire _____ years thereafter, except that if the last day of the _____ year is not the last day of a calendar month, then this lease shall expire on the last day of the calendar month in which the expiration of the _____ year occurs.

4.10 Commencement and Termination Where Alterations Are Being Made.

Tenant agrees to supply Landlord with its final construction plans within _____ (_____) days after the execution of this lease agreement. It is anticipated that Tenant's premises will be completed by _____, 20____, however, the commencement date of this lease agreement is to be the earlier of the following dates: _____ days following Landlord's completion of its work, or the date on which Tenant opens for business. If Landlord shall be delayed in performance of Landlord's work due to Tenant's failure to timely submit its final construction plan, then the commencement date shall be _____ (_____) days from the date when Landlord would have completed its work, but for such delay. The termination date shall be _____ years from the last day of the month following the commencement date.

4.11 Commencement on Securing of Licenses and Permits.

The landlord, in consideration of the covenants and agreements herein contained to be kept and performed by the tenant, has agreed to lease to the tenant and does hereby lease to the tenant, and the tenant in consideration of the covenants and agreements herein contained to be kept and

performed by the landlord, has agreed to take from the landlord, and does hereby take from the landlord, the premises above described to be used for the purposes of the tenant in the restaurant and tavern business, for the term of five years, to commence as soon as the tenant can reasonably secure issuance of such licenses and permits as may be necessary for the operation of the business herein but not later than the _____ day of _____, 20____, at the monthly rental of \$_____, payable to the landlord by the tenant monthly in advance of the _____ day of each month.

4.12 Commencement on Securing of Certificate of Occupancy.

It is further understood and agreed that upon compliance with the provisions contained in paragraph _____ hereof, that the date of the obtaining of either a permanent or a temporary Certificate of Occupancy, shall be deemed as the commencement date of the term of this lease.

It is understood and agreed that the rental as well as the additional rental herein provided for shall be payable upon the issuance of either the permanent or temporary Certificate of Occupancy.

B. DELIVERY OF POSSESSION

4.20 On Date of Commencement.

The lessors agree to deliver to the lessee actual possession of the premises on the date of the commencement of the term of this lease, subject only to recorded easements and restrictions and to the rights of tenants under leases then in effect.

4.21 On Fixed Date.

It is understood and agreed that Tenant shall have the right to take possession of the demised premises on _____, 20____, the conditions of occupancy and obligations of Tenant between the date of such taking of possession and [commencement of lease] being in every respect the same as provided herein, excepting that Tenant shall pay no rent for the period of any such prior possession.

4.22 Immediately on Signing.

It is understood and agreed that Tenant shall have the right to take possession of the demised premises immediately upon signing of the lease by both parties hereto, the conditions of occupancy and obligations of Tenant between the date of such taking of possession and [commencement of lease] being in every respect the same as provided herein, excepting that Tenant shall pay no rent for such period.

4.23 Prior to Commencement Date.

If the demised premises shall be vacated and ready for occupancy prior to the commencement date of the term hereof, Tenant may, with Landlord's consent, occupy the premises prior to such date, subject, however, to all the terms, covenants and conditions of this lease, excepting that Tenant shall pay rent only for the term herein provided for.

4.24 Subject to Existing Tenancy.

Landlord has advised Tenant and Tenant understands that the entire demised premises are presently occupied by _____, pursuant to a lease with Landlord for a term from _____, 20____ to _____, 20____, and that said Tenant has leased other offices and intends to vacate the demised premises on or before _____, 20____. It is therefore understood and agreed that

Tenant accepts this lease subject to the aforesaid tenancy and to the condition set forth above, and that in the event of delay or inability on the part of Landlord to give possession of the demised premises, there shall be no claim of any type or nature on the part of Tenant against Landlord. In any event Tenant shall not be liable to pay rent until Landlord delivers possession.

4.25 Completion of Alterations.

It is understood and agreed that Tenant shall have the right to take possession of the premises on completion of the alterations, the conditions of occupancy and obligations of Tenant between the date of occupancy and [commencement date] being in every respect the same as provided herein, excepting that Tenant shall pay rent from the date of possession on a pro rata basis.

4.26 Completion of Alterations — Another Form.

It is understood and agreed that Tenant shall have the right to take possession of the premises on completion of the alterations, the conditions of occupancy and obligations of Tenant between the date of occupancy and [commencement date] being in every respect the same as provided herein, excepting that Tenant shall pay no rent for such period.

4.27 Delay or Inability to Deliver.

In the event the demised premises are not ready for occupancy at the time set herein for the commencement of the term by reason of the making of any alterations or repairs upon the demised premises or upon the premises of which they form a part, or because of the failure of the present occupant of the demised premises to vacate and surrender possession to Landlord, or in the event that Landlord is unable to give possession of the demised premises on such commencement date for any other reason, other than for willful default on Landlord's part, this lease shall nevertheless remain in full force and effect, but Tenant shall not be required to pay rent until the premises are ready for occupancy or possession of the same is made available to Tenant and Tenant has been notified thereof in writing. If such possession or occupancy is made available to Tenant on any day but the first day of a month, the month's rent shall be pro rated accordingly. In the event, however, that occupancy or possession is not made available to Tenant for a period longer than _____ (_____) months from the date set herein for the commencement of the term, then Tenant, at Tenant's option, upon giving notice in writing to Landlord by registered mail within a period of not more than _____ (_____) days from the date of the commencement of the _____ month after the date set herein for the commencement of the term, may elect to cancel this lease and the term demised hereunder and the lease shall thereupon be deemed null and void, of no effect and the parties released and relieved from any and all liability hereunder.

4.28 Eviction of Holdover Tenant.

The demised premises are presently occupied by a month-to-month tenant (or tenants) who are holding over in possession after expiration of their lease term. The parties agree that as expeditiously as possible after the execution of this lease, proceedings will be instituted in the name of Landlord or Tenant or both as deemed proper in the circumstances for the recovery of possession of the demised premises and the delivery thereof to Tenant. Tenant hereby appoints Landlord and Landlord's agent, Tenant's agent and attorney-in-fact for the purpose of instituting such proceedings. All expenses involved in instituting such proceedings, including attorneys' fees, shall be paid by Landlord. Anything in this lease to the contrary notwithstanding, the term of this lease shall not commence until possession of the demised premises is obtained from its present occupants and delivered to Tenant. In no event, however, shall the termination date of this lease be postponed or deferred.

4.29 Eviction of Holdover Tenant — Another Form.

The Tenant is aware that the premises are presently occupied by a monthly Tenant. The Landlord will take the necessary steps to obtain possession by _____, 20____. However, in the event it is necessary to commence legal proceedings to obtain possession, the Tenant agrees to wait until the Landlord obtains possession, but the Tenant is not to be responsible for rent until possession is actually given him.

4.30 Execution and Delivery of Lease Conferring Rights.

No rights are to be conferred upon the Lessee until this lease has been signed by the Lessor, and an executed copy of the lease has been delivered to the Lessee.

C. INSURANCE

4.40 Insurance Provided by Lessee.

The lessee does hereby covenant for himself, its executors, administrators and assigns that it will, during the term hereby created, keep the buildings on said premises insured with some responsible company in the sum of not less than _____ (\$ _____) Dollars, in the joint names of the lessor, its heirs, executors, administrators and assigns, and the lessee, its executors, administrators and assigns, as their respective interests may appear, and will exhibit, upon request, the policies of insurance and the premiums paid for same; and will, in case the buildings are damaged or destroyed, forthwith apply all sums of money received by virtue of such insurance in repairing or re-building the said buildings so damaged or destroyed, and if such sums are insufficient for such purpose, will make good the deficiency out of its or their own moneys.

4.41 Insurance Provided by Lessee — Trustee To Hold.

The lessee agrees that it will at all times during the term of this lease and so long as it remains in possession of the leased premises, at its own expense, and as part of the rental payable by it, carry insurance upon the building or buildings now or at any time hereafter upon the said premises and upon all of the appurtenances, machinery, fixtures and equipment therein which become part of the real estate, but not including articles of personal property which are capable of being removed without injury to the real estate for the protection of the same against loss or damage by fire, lightning or storm, in amounts equal to the insurable value thereof, provided that the amount of such insurance shall never be so small as to make the insured a coinsurer with the insurance company. All of such insurance shall be written and maintained in responsible companies satisfactory to the lessors and the lessee.

All of the policies shall provide that losses thereunder shall be made payable in all cases to the trustee designated herein or any successor trustee, for the benefit of the parties hereto as their interests may appear. Said insurance policies shall from time to time as written be delivered to such trustee to be held by it for the lessors and the lessee, and the same shall always be so written and delivered, together with evidence of payment of the premiums thereon, at least ten days before the expiration of the prior insurance policies protecting the same property against the same risks. If policies of insurance in the amounts and of the character herein stipulated are not delivered to said trustee within that time, the lessors may, at their option, cause such insurance to be written, pay the premiums thereon and charge the cost thereof to the lessee (as "additional rent") and the lessee shall upon demand reimburse the lessors for all premiums so paid, together with interest thereon at the rate of _____ percent per annum from the date of their payment to

the date of repayment; and in such case if the lessee shall not pay to the lessors the amount of such insurance premiums and interest thereon within fifteen days after such demand, the lessors shall have the same rights and remedies with respect to the lessee's failure to provide and pay for such insurance or to reimburse the lessors for the cost thereof as they have in respect of any other default by the lessee in the performance of its obligations hereunder.

The trustee of the lessors and the lessee for the purpose of holding such insurance policies and receiving payments of losses thereunder shall at all times be a bank having trust powers or a trust company situated in _____ County, Florida. The initial trustee shall be _____ of _____.

Either the lessors or the lessee shall have the right at any time to dismiss the insurance trustee and to request the appointment of another such trustee, upon reasonable notice to the other party or parties and to the then trustee. The vacancy in that office at any time shall be filled by written agreement of the parties to be made within thirty days after notice of the vacancy given by either party to the other, or, if the parties cannot agree thereon, by the lessors naming as such trustee either one of two banks or trust companies capable of acting as such to be nominated to them by the lessee within fifteen days after notice requiring it do so, such selection by the lessors to be made within fifteen days from receipt of such notice.

The lessors shall pay one-half, and the lessee shall pay one-half, of the charges and expenses of the insurance trustee, upon demand by it.

4.42 Insurance Provided by Lessee — Pay Increases.

It is understood and agreed that Tenant is to pay any increases in the cost of insurance on the building occasioned by the [manner of] occupancy of the Tenant provided for in this lease.

4.43 Insurance Provided by Lessee — Liability.

For the duration of this lease, Tenant, at its expense, shall insure Landlord, Landlord's agent and itself against liability for injury to persons in connection with the entire premises and the elevator(s) in the amounts of _____ (\$ _____) Dollars for any one person and _____ (\$ _____) Dollars for more than one person in any one occurrence. This insurance shall be in a form and through an insurance company satisfactory to Landlord and Tenant shall deposit the original policy (with evidence of premium payment) with Landlord. Landlord may, at its option, procure the said insurance and charge the expense thereof to Tenant as additional rent to become due and payable on demand.

4.44 Insurance Provided by Lessee — Plate Glass.

It is further understood and agreed that, for the duration of this lease, Tenant, at its expense, shall insure the plate glass for the demised premises and shall furnish Landlord with certificate of such insurance, together with evidence of payment of the premium thereon.

4.45 Insurance Provided by Lessor.

The lessor does hereby covenant for himself, its heirs, executors, administrators and assigns, that it will insure and keep insured against damage by fire the said buildings during the term of this lease, in a sum not less than _____ (\$_____) dollars, with a company or companies approved by lessee, and will exhibit, upon request, the policies of insurance and the premiums paid for same; and will, in case the buildings are damaged or destroyed, forthwith apply all sums of money received by virtue of such insurance in repairing or rebuilding the said buildings so damaged or destroyed, and if such sums are insufficient for such purposes, will make good the deficiency out of its or their moneys.

4.46 Insurance Provided by Lessor — Another Form.

The Landlord agrees to keep and maintain in effect, fire insurance with extended coverage, in an amount equal to eighty (80%) percent of the insurable amount of the said premises, as same may be determined by an appropriate appraisal by an authorized insurance agency.

4.47 Fire Hazard Not to Be Increased.

The lessee does hereby agree that it will not carry on, upon the said premises, or permit to be carried on, any business or trade, or do or permit to be done, anything which may increase the fire hazard above the hazard identical to the ordinary conduct of the business specified herein, or which may increase the cost of premiums payable for the insurance of the premises against loss by fire, or which may cause any policy of insurance now existing, or hereafter to exist, on said premises, void or voidable.

D. RENT

4.50 Covenant to Pay Rent.

The lessee agrees to pay to the lessor as rent for said premises the sum of _____ dollars payable on the first day of each month in advance, commencing on _____, 20____.

4.51 Monthly Installments.

... at the annual rent of _____ (\$_____) Dollars payable in equal monthly installments of _____ (\$_____) Dollars each in advance on the first day of each calendar month during the term of the lease.

4.52 Escalator Clause Based on Consumer Price Index.

(1) The tenant shall pay to the landlord for the demised premises during the term of this lease in lawful money of the United States the sum of _____ Dollars (\$_____) for each lease year that this lease is in effect, as and for a minimum annual rental, which said sum shall be payable in equal monthly installments of _____ Dollars (\$_____) each, payable in advance and without notice commencing on January 1, 20____, being the first day of the first lease year of the term hereof.

(2) The minimum annual rental provided to be paid in paragraph (1) above is based upon the cost of living for the month of November, 20____, as reflected in the Consumer Price Index for All Items as determined by the United States Department of Labor, Bureau of Labor Statistics (<https://www.bls.gov/cpi/>), based on all items for the year 20____, equaling 100, which index figure for November 20____ was _____. It is agreed by the parties hereto that the minimum annual rental shall be adjusted in the following manner for each lease year during the term hereof after December 31, 20____ on the basis of the said Consumer Price Index, or, if there shall be no such Consumer Price Index, then by the successor of the most nearly comparable successor index thereto (appropriately adjusted to the November, 20____ base):

(a) The basic index figure for the purpose hereof shall be the aforesaid index figure for November 20____, that is to say _____. If the corresponding index figure for November 20____, and for each November thereafter during the term of this lease to and including November 20____, shall exceed by five points or more the said basic index figure for November 20____ (that is to say shall exceed _____) then the minimum annual rental for the lease year commencing January 1, 20____, and similarly for each lease year thereafter shall be increased to an amount arrived at by multiplying the said \$_____ minimum annual rental then payable by a fraction,

of which the numerator shall be the index figure for the month of November preceding such lease year, and the denominator shall be _____.

(b) The increased minimum annual rental so obtained (by applying the fraction aforesaid against the \$_____ minimum annual rental as provided in paragraph (a) above) shall be payable by the tenant to the landlord in twelve monthly installments as nearly equal as may be, commencing with the first day of January in each such lease year to and including the first day of December in such lease year.

(c) Notwithstanding any possible provision to the contrary contained herein, it is agreed by the parties hereto that the minimum annual rental payable hereunder for any lease year during the term hereof shall not be less than _____ Dollars (\$_____).

4.53 Base Rent Plus Percentage of Gross Sales.

Lessee agrees to pay to lessor on the first day of each month, during the term of this lease, a rental of \$_____ per month, and in addition thereto _____% of the gross sales made by the lessor, excluding from said calculation all sales, excise and occupational taxes now in existence or hereafter imposed, by reason of any merchandise of any kind sold in the demised premises.

4.54 Base Rent Plus Percentage of Net Sales.

It is agreed that the Tenant shall pay as rent for said demised premises the sum of _____ Dollars (\$_____) in advance, upon the first day of each month during the term hereof, said monthly installments of rental being hereinafter for convenience respectively referred to as "minimum monthly payments". In the event the net sales made by Tenant upon the demised premises during any lease year of the term hereof, are in excess of _____ Dollars (\$_____), then Tenant will pay as "additional rent" hereunder for said lease year, a sum equivalent to _____% of the first _____ Dollars (\$_____) of such excess and _____% of the remainder thereof, within fifteen (15) days after the end of said lease year.

4.55 Percentage of Gross Sales — Guaranteed Minimum.

The lessee shall pay as rent ten percent of its gross sales, said amount to be paid in cash on the tenth day of each month, out of the gross sales for the preceding month, and the lessee agrees that said percentage shall not be less than _____ dollars per month. It is further agreed that when the amount paid lessor in excess of _____ dollars per month equals the sum of _____ dollars, which was expended by the lessor on the premises to take care of the special needs of the lessor, that thereafter the rent shall be said _____ dollars per month.

4.56 Percentage of Gross Sales — Gross Sales Defined.

"Gross Sales", for the purpose of determining the amount of rental, is hereby defined as the total gross selling price of all merchandise sold and the charges for all services rendered on and/or from and/or in connection with the aforesaid department store premises, less the selling price of goods returned by any customer if such selling price of goods returned by customers has been included in the "gross sales" during the term of the lease, and further less any unpaid balances on any merchandise sold on installment if such selling price of goods has been included in the "gross sales", and further less any discounts or allowances given to any customers if such discounts and allowances have been included in the "gross sales" during the term of the lease, and further less the amount of any sales or other tax, imposed by any governmental authority, added to the purchase price paid or charged to the customer which shall have been included as part of the "gross sales" during the term of the lease.

4.57 Percentage of Gross Sales — Right to Inspect Lessee's Books.

The Lessor shall have the privilege at all times, by itself or by an auditor or auditors selected by it, of examining all such books or accounts, cash registers and other records of the Lessee, kept either at said store or at other headquarters maintained by it, as shall be necessary or useful for the purpose of enabling the Lessor to determine the amount of such gross sales and the accuracy of the statement made by the Lessee from time to time respecting the same.

4.58 Covenant to Pay for Utilities.

The Lessee agrees to promptly pay all rates and charges which may become payable for water, gas, electric current, steam, telephone, cable television, internet, and other utilities used on the premises during the full term of this lease.

4.59 Covenant to Pay for Taxes.

The Lessee will pay to the lessor as rent for said premises a sum equal to one-twelfth the amount of the annual taxes assessed against said premises in the preceding calendar year added to the sum of _____ dollars, on the first day of each calendar month in advance, beginning on the _____ day of _____, 20____.

4.60 Covenant to Pay for Taxes and Assessments.

The Lessee shall, in addition to said stipulated rental, pay all taxes, general or special, all public rates, dues and special assessments of every kind which shall become due and payable or which are to be assessed against or levied upon said real estate or improvements thereon during the term of this lease, except that the lessor shall pay the taxes for _____, amounting to \$_____. It is further agreed that in the case of nonpayment or a failure by the Lessee to pay and discharge any taxes, assessments, rates, charges or levies as herein provided, then the lessor may, at its option and without prejudice to any other right of said lessor, pay such taxes, assessments, rates, charges or levies, or redeem from any sale or forfeiture made because of the nonpayment thereof

or buy in said premises at any tax sale, and the amount of any and all payments made for such purpose shall be forthwith paid by the Lessee, with interest thereon at _____% per annum, and such amounts and interest shall be taken as so much additional rental for the said premises and the lessor shall have a lien for the repayment of the same, to the same extent as for other rent herein reserved.

4.61 Covenant to Pay for Taxes In Excess of Fixed Amount.

The Lessee shall pay as additional rent, hereinafter called "tax rental", a sum equal to the amount by which the real estate taxes payable in any calendar year during the term hereof with respect to land, buildings and improvements which constitute the demised premises, (including extraordinary assessments in the nature of betterment taxes) shall exceed the amount of _____ dollars, except that in case this lease is terminated on a date other than the last day of a lease year (hereinafter defined) the amount payable by Lessee pursuant to this clause shall be apportioned as between Lessors and Lessee according to the portion of the lease year in question during which the lease shall be in effect, it being agreed that in case any such increased tax or assessment is payable by installments over a period of more than one year, payment of such excess shall be made as such installments become due and payable and the amount of the interest accruing annually with respect to the unpaid portion of such excess shall be added to the amount to be paid by Lessee under this clause.

4.62 Covenant to Pay for Taxes In Excess of Fixed Amount.

4.63 Covenant to Pay Tax Increase Caused by Improvement.

The Lessee agrees that should the said premises be assessed for taxation at a higher rate than they are assessed at the present time on account of the erection of the _____ and other improvements which the Lessee proposes to make in the said premises, the difference in the amount between the taxes as they now are and what they will be at the higher assessed value shall be paid by the Lessee annually during the term of this lease.

4.64 Additional Rent for Increase in Real Estate Taxes.

In the event the real estate taxes, as hereinafter defined, payable on the leased premises during the third lease year, as hereinafter defined, shall in any subsequent lease year be greater in amount, the Tenant shall pay to the Landlord as additional rent for each subsequent lease year an amount equal to such increase in real estate taxes. In the event the leased premises are not separately assessed for the purpose of real estate taxes the increase in real estate taxes shall be computed and payable as hereinafter stated.

The words "real estate taxes" as used herein shall mean the taxes and assessments imposed by the County of _____, Florida, or any other lawful taxing authority upon the leased premises or

other real property which includes the leased premises, but shall not include a special assessment for a public improvement unless such assessment is a county-wide assessment.

The term "third lease year" as used herein shall mean the period of 12 successive months commencing with the date which is the second anniversary of the commencement date, and ending on the last day of such 12 months' period. The term "subsequent lease year" as used herein shall mean any period of twelve successive months commencing with the day after the end of the "third lease year", or any subsequent anniversary of such day, within the term of this lease, and ending on the day immediately prior to the commencement of the immediately succeeding lease year.

In case the land area included in the lease premises or a part thereof shall be assessed as a part of a larger land area for the purpose of real estate taxes, the portion of such assessed valuation attributable to the land area embraced in the leased premises or part thereof shall be in the ratio that the square-foot area of the surface of the land embraced in the leased premises or part thereof bears to the total square-foot area embraced in such larger area and Tenant shall pay to the Landlord such pro rata portion of the increase in real estate taxes as shall be determined by the application of such ratio to the amount of the increase in such real estate taxes paid by the Owner or Owners of the said larger land area with which the land embraced in the leased premises or part thereof may be assessed.

In case the garage building embraced in the leased premises shall be assessed with the _____ Building, _____ Building, or any other building or buildings within _____ for the purpose of real estate taxes, the Tenant shall pay an amount equivalent to _____% of the amount of the increase in real estate taxes paid by the respective owners of such _____ Building or _____ Building or other building or buildings, provided the entire Garage is assessed with any of said buildings. In the event that a part or parts of the Garage are assessed with one or more of such buildings, Tenant shall pay to the Landlord a pro rata portion of the amount equal to _____% of the amount of the increase paid by each owner with whose building a part of the Garage may be assessed which pro rata portion shall be the percentage which the square foot area of the surface of the land area of said part of the Garage bears to the whole of the surface of said land area of the owner with whose building said part of the Garage has been assessed.

In the event that the said land area of the garage and the garage building or a part of said land area and building are assessed as part of a larger area and the improvements thereon without any separation or distinction between the assessments made in respect of land and improvements, the portion of such assessed valuation attributable to the leased premises or part thereof where only a part is assessed with a larger area as aforesaid shall be in the ratio that the square-foot area of the surface of the land embraced in the leased premises or part thereof as aforesaid bears to the total square foot area of land included in the assessed valuation, and Tenant shall pay to Landlord such pro rata portion of the increase in real estate taxes payable by the owner or owners of any such larger area, as shall be determined by the application of such ratio to the amount of the increase in such real estate taxes.

In computing the real estate taxes for a lease year, the amount thereof shall be the respective amounts due for the corresponding periods of the fiscal year or fiscal years for which such taxes are levied by the County of _____, Florida or other lawful taxing authority which periods are included in the lease year.

The Tenant shall pay to the Landlord the additional rent as provided in this Article, within 10 days after the Landlord shall furnish the Tenant with a statement in writing setting forth the amount due therefore as hereinbefore provided.

In case the real estate taxes on account of which the Tenant has paid an additional rent shall be subsequently reduced, the Landlord shall refund to the Tenant out of the net refund received by the Landlord any overpayment made by the Tenant, after deduction of expenses, including counsel fees, charges of experts and other disbursements, incurred by the Landlord in connection with the reduction of the assessed valuation and/or obtaining such refund of taxes.

If due to a future change in the method of taxation any franchise, income or profit tax shall be levied against the Landlord in substitution for, or in lieu of, any tax which would otherwise constitute a real estate tax, such franchise, income or profit tax shall be deemed to be a real estate tax for the purposes hereof.

4.65 Additional Rent for Increase in Real Estate Taxes — Limitation.

In the event that the real estate taxes on the demised premises, whether by increase of tax assessments or rates, shall exceed the taxes fixed for the year _____, which the parties agree to insert when same is received by the Landlord, Tenant shall pay, in any such year, as additional rent hereunder, the first _____ Dollars of any such increase. In the event any such increase exceeds the sum of \$_____, Tenant shall pay to Landlord, in addition to the first \$_____ a sum equal to one-half of any such increase, including the said first \$_____. In no event shall Tenant be obligated under this paragraph to contribute more than a total of \$_____ during the first 5 year period of the term, and no more than a total of \$_____ during the second five year period of the term.

4.66 Escalator Clause — Real Estate Taxes and Specified Operating Costs.

If in any lease year following the base year (i) taxes shall be increased above or decreased below the taxes for the base year or (ii) operating costs shall be increased above or decreased below the operating costs for the base year, the rent shall be increased or decreased, as the case may be, by _____% of the amount of such increase or decrease in taxes and by _____% of the amount of such increase or decrease in operating costs.

Taxes shall mean the real estate taxes and assessments upon the land and building which may be imposed by an ad valorem taxing authority thereof, except that if the present method of taxation

should be so changed that there shall be substituted for the whole or any part of the real estate taxes now or hereafter imposed on the land and building a capital tax or other tax imposed on the rents received by Landlord from the tenants of the building, then such other taxes to the extent that they are so substituted, shall be included in the term taxes. Any refund of proceeds received by Landlord as a result of a reduction in the assessed valuation for any lease year and the costs and expenses in connection therewith shall be apportioned and allocated to the lease year for which the refund was obtained and proper adjustment shall be made by the Landlord and Tenant upon any such apportionment and allocation. Landlord may and, upon the timely prior written request of tenants of at least sixty percent (60%) of the total rentable area in the building under leases which contain provisions for rent escalation based upon increases or decreases in taxes, Landlord will institute appropriate proceedings seeking to reduce the real estate taxes applicable to said building for the particular taxable year in question and to use proper efforts to obtain a reduction thereof, provided, however, that the method and manner of conducting such proceedings shall be solely within the judgment and determination of Landlord and that Landlord may compromise, cancel, or withdraw such proceedings, if, in its judgment, such is the best course to pursue.

Operating costs shall mean all expenses incurred in respect of the operation, maintenance and repair of the building in accordance with accepted principles of sound management and accounting practice as applied to the operation, maintenance and repair of first class office buildings in the County of _____, Florida, including without limitation (i) wages, salaries and other compensation to persons engaged in the management of the building, other than renting commissions, and in the operation of the heating, air conditioning, ventilating, plumbing, electrical and elevator systems and in the furnishing of cleaning, guard, janitor, handyman, caretakers and other like services, whether employed by Landlord or by an independent contractor, (ii) costs of repairs to and physical maintenance of the building and supplies and equipment used in connection therewith, (iii) premiums and other charges incurred by Landlord with respect to fire, extended coverage, public liability, elevator, workmen's compensation, boiler, sprinkler, leakage, water damage, rental, war risk and such other insurance as Landlord may carry or be required to carry under the terms of the ground lease, (iv) costs for fuel or other energy for heating the building and operating the air conditioning system and for electricity, steam or other power in connection with the operation of the building, (v) costs incurred in connection with inspection and servicing of elevator and mechanical equipment, (vi) water charges and sewer rents, and (vii) payroll taxes, unemployment insurance taxes, social security and costs of providing disability, life insurance, pension, hospitalization, medical, welfare and retirement benefits and other similar expense.

Base year shall mean the twelve-month period from July 1, 20____ to June 30, 20_____.

Lease year shall mean each twelve-month period commencing July 1 during the term of this lease.

Within ninety (90) days after the expiration of the lease year immediately following the base year and within ninety (90) days after the expiration of each subsequent lease year, Landlord will furnish to Tenant a statement showing a comparison of the taxes and operating costs applicable to the base year and to the lease year covered by such statement, and setting forth the amount, if any, of the increase or decrease in rent. Within thirty (30) days after the rendition of such statement, Tenant shall pay to Landlord or Landlord shall credit to Tenant on account of the rent next becoming due, as the case may be, an amount equal to such increase or decrease. Tenant may, within thirty (30) days from the rendition of any such statement, question any item thereon and any item not so questioned shall be deemed to have been approved by Tenant. In the event Landlord and Tenant cannot agree as to any item so questioned, the item in dispute shall be determined by arbitration as established in the condemnation, fire, etc. clause below, and, pending such determination, the nonpayment of Tenant of so much of the amount as is in dispute shall not constitute a default under this lease.

If the term of this lease shall end on any day other than June 30, any payment due by reason of any increase or decrease in taxes or operating costs shall be prorated for the fractional portion of the lease year in which the term ends and (subject to the determination of any item in dispute), Tenant shall pay to Landlord or Landlord shall pay to Tenant the amount of any such increase or decrease as the case may be within thirty (30) days after the rendition of the final statement.

Tenant or its representative shall have the right to inspect the books of the Landlord during business hours for the purpose of verifying the information in the last statement served by Landlord, provided written request for such inspection shall be made by Tenant within five (5) business days after receipt of such statement.

In the event that as a result of condemnation, fire or other casualty, the rentable area of Tenant or the rentable area of the building shall be changed and this lease shall not have been cancelled, the percentage of increase or decrease in taxes and operating costs shall be equitably adjusted and in the event the parties cannot agree, the matter shall be determined by _____, or by such impartial person or persons as it may designate, whose determination shall be final and conclusive upon the parties hereto.

4.67 Cumulative Limit on Rent Escalation.

Tenant shall not be required to pay net additional rent, or be entitled to a net credit against fixed rent, under the provisions of Article _____ hereof, for any lease year in excess of a sum equal to _____% of the fixed annual rental, multiplied by the number of years which have elapsed since the commencement of the term.

4.68 Noncumulative Limit on Rent Escalation.

Anything in Articles _____ and _____ to the contrary notwithstanding, it is understood and agreed that the Tenant shall not be obligated to pay as additional rent under the provisions of

Articles _____ and _____ in any one lease year, an amount greater than _____% of the annual rent reserved under this lease, nor shall the Tenant for any lease year be entitled to any payment under the provisions of Articles _____ and _____ in an amount greater than _____% of the annual rent reserved under this lease.

4.69 Time of Payment of Additional Rent Under Tax Escalation Clause.

Such additional rent shall be paid when the tax becomes fixed and within (10) days after demand therefor by the landlord and shall be collectible as rent.

4.70 Commencement of Rent on Completion of Work.

It is understood and agreed that Tenant's obligation to pay rent shall not commence until the work set forth in Article _____ has been substantially completed and possession delivered by Landlord. Premises shall not be deemed to be substantially completed unless Tenant can carry on its business as set forth in the Use Clause.

4.71 Advance Payment of Rent for Last Year of Term.

The Tenant, simultaneously with the execution of this Lease, has paid the sum of _____ Dollars (\$_____) to the Landlords, the receipt of which the Landlords hereby acknowledge, said sum being paid for the rent for the last twelve months of this Lease, or the last twelve months of the option period, if said option is exercised. This prepayment of the last year's rental shall in no way interfere with the collection of any previous rents which shall become due and shall not waive the rights of the Landlords for any such rent. In the event that this lease is terminated because of the bankruptcy, insolvency, or other default of the tenant, then in that event Landlord's right to collect the rent otherwise payable under the provisions of this lease to the date of such termination shall not be prejudiced by such prepayment. In consideration of said prepayment of rent landlord agrees to give tenant a discount of _____ Dollars (\$_____) on each successive twelfth month's installment of rent due hereunder provided that all prior monthly installments shall have each been paid within five days from the due dates thereof.

4.72 Security for Performance — Covenant to Deliver Bond.

Contemporaneously with the signing of this instrument and before the same shall be binding upon the parties hereto, Lessee shall execute and deliver to Lessors a good and sufficient surety company bond in the sum of \$_____, which shall be executed by a surety company authorized to do business in the State of Florida, subject to the approval of Lessors or their agents, conditioned upon and for the faithful performance of all rent and moneys hereunder, and for the faithful performance of all covenants, stipulations and agreements herein expressed upon the part of the Lessee, by the Lessee to be kept and performed, including the complete erection and full payment for the building or buildings to cost not less than \$_____ to be constructed within _____ years from date of lease, and at least _____ days before the commencement of

construction operations (and for this purpose wherever the words "construction operations" are used, "construction operations" shall be deemed to commence when Lessee begins the removal of any improvements on said premises, or the grading or excavation of same) Lessee shall execute and deliver to Lessors a good and sufficient surety company bond in an amount to the estimated cost of the proposed improvements, as Lessors may ascertain such cost by the plans and specifications submitted by Lessee and said bond subject to approval of Lessors or their agents, conditioned upon the faithful performance of all of the terms, stipulations and conditions herein expressed on the part of the Lessee to be kept and performed, and also including the prompt and complete payment of all bills and indebtedness for services, labor and material, arising from and in and about the construction and erection of such improvements, and the same shall remain in full force and effect until the completion of the proposed improvements and until the same has been completely and entirely paid for by Lessee.

4.73 Security for Performance — Lien on Personal Property of Lessee.

The Lessor shall have a lien as security for the payment of the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, tools and other personal property, which are or may be put on the demised premises, and such lien may be enforced on the nonpayment of any of the rent aforesaid, by the taking and sale of such property in the same manner as in cases of chattel mortgage on default thereof; said sale to be made upon six days' notice, posted upon the demised premises, and served upon the Lessee, or left at said premises, or at its place of residence.

E. SECURITY DEPOSITS

4.80 Cash Deposit.

The Lessee has this day deposited with the Lessor the sum of _____ (\$ _____) Dollars, the receipt whereof is hereby acknowledged by the Lessor, as collateral security for the payment of the rents to grow due to it from it under the lease, and for the faithful performance by it of all the other obligations hereunder, and for the payment of any and all sums of money for which it may be, or become, liable hereunder. Said sum of _____ (\$ _____) Dollars or so much thereof as shall not be applied for the purposes aforesaid, with interest, shall be returned to the Lessee, its successors or assigns, at the expiration of this lease, and upon the surrender of the herein demised premises, provided all the terms, conditions, covenants and agreements herein mentioned have been performed by the said Lessee, its successors and assigns.

4.81 Cash Deposit — Another Form.

Lessees herewith deposit with Lessors the sum of _____ Dollars (\$ _____), the receipt whereof is hereby acknowledged, the same to be held by Lessors as security for the full and faithful performance and observance by Lessees of all the terms, covenants and conditions herein contained. It is expressly covenanted and agreed that the sum so deposited is not an advance payment of or on account of the rent herein reserved, or any part or installment thereof, or a measure of Lessors' damages; provided, however, that if at any time during the term hereby created any installment of rent herein stipulated shall be in arrears for a period of _____ (_____) consecutive days after the time it shall be due and payable, or if Lessees fail or neglect to perform or observe any of the covenants, conditions, or agreements herein contained, which on their part are to be kept, performed or observed, then in either of said events Lessors may immediately or at any time thereafter, and while such neglect or default continues, and without prejudice to any other rights or remedies available to Lessors at law or in equity, or otherwise, notify Lessees that Lessors elect to declare the lease forfeited because thereof, and in that event Lessors shall have the right to draw upon said fund to make good any arrears whatsoever of rent due hereunder and also any and all loss, damage, injury, expense or liability caused by reason of any failure on the part of Lessees, to perform on their part any of the conditions, covenants and agreements herein contained, including such loss as Lessees may sustain by reason of loss of rent for the balance of the term hereby created.

4.82 Deposit in Interest Bearing Account.

It is understood and agreed that the security in the amount of \$_____ will be deposited in a separate bank account in the name of Landlord and that Tenant will be credited with the interest as it is declared by such association.

4.83 Return of Security.

In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the time fixed as the expiration of the term herein. In the event of a sale of the building containing the demised premises subject to this lease, Landlord shall have the right to transfer the security to the vendee for the benefit of Tenant, and Landlord shall be considered released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord.

4.84 Disclosure Notice for Residential Lease Deposit per Florida Statutes § 83.49.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

F. ALTERATIONS AND IMPROVEMENTS

4.90 Right of Lessee to Make Alterations.

The Lessee shall have the right to make such alterations and changes in the building as it finds necessary for its purpose, at its own expense, provided that such alterations or changes will not injure the building.

4.91 Right of Lessee to Make Alterations — Another Form.

Landlord agrees that it will not unreasonably withhold its consent to the making of alterations, decorations, installations, additions or improvements in the demised premises, pursuant to Article _____ hereof. Anything in Article _____ to the contrary notwithstanding, Landlord agrees that all of Tenant's trade fixtures, as well as all alterations, decorations, installations, additions or improvements which shall be made at the expense of Tenant and which shall be removable without causing material damage to the demised premises, shall at all times be and remain the property of Tenant and may be removed by Tenant at any time during the term of the lease. However, any and all damage is to be repaired by Tenant.

4.92 Right of Lessee to Make Alterations — Restoration of Premises.

The Lessee may make such changes and alterations in the building located upon said premises as may be necessary or desirable in adapting said building to use as the _____, but in the event such changes and alterations are made the Lessee will, at its own expense, upon the expiration of the term hereby created, or any extension thereof, restore the building to the identical condition as when entered upon under this lease as shown by floor plans of _____, as identified by the signatures of the parties hereto.

4.93 Right of Lessee to Make Alterations — Written Consent of Lessor.

The Lessee shall not make alterations, additions, or improvements without the written consent of the Lessor, and after such consent has been given, unless otherwise agreed upon in writing, all alterations, improvements, and additions made by the Lessee at its own expense upon the premises shall, at the option of the Lessor, remain upon the premises at the expiration of the lease and become the property of the Lessor.

4.94 Right of Lessee to Make Alterations — Plans to Be Approved by Lessor.

The Lessor grants to the Lessee the right to alter and remodel said premises; provided, however, that no alteration shall be made without first submitting the plans thereof and receiving the approval of the Lessor. In case the Lessor and Lessee cannot agree on such alterations, the same shall be submitted to an architect to be chosen by the Lessor and paid by the Lessee, and such alterations shall then be made according to its direction and under its supervision. All improvements, betterments, and changes or alterations shall, at the expiration of this lease, be and remain in said premises and belong to the Lessor as a further consideration for this lease.

4.95 Right of Lessee to Make Alterations — Consent of Lessor.

The Tenant shall have the right to alter, reconstruct, and demolish any and all buildings and improvements and erect new buildings and structures provided that if any such renovation, reconstruction, demolition or new building or structure is designed to be used primarily for purposes other than _____ purposes the prior written consent of the Landlord shall be required.

4.96 Right of Lessee to Make Alterations — Conditions Imposed Upon Lessee.

Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, additions or improvements upon demised premises, made by either party, including all panelling, decorations, partitions, railings, mezzanine floors, galleries and the like, shall, unless Landlord elect otherwise, become the property of the Landlord, and shall remain upon and be surrendered with said premises, as a part thereof, at the end of the term thereof. Such election by the Landlord shall be made by giving a notice pursuant to the provisions of Article — not less than 3 days prior to the expiration or other termination of this lease or any renewal or extension thereof. Any mechanic's lien filed against the demised premises, or the building of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, shall be discharged by Tenant within 10 days thereafter at Tenant's expense, by filing of the bond required by law.

4.97 Right of Lessee to Make Alterations — Limitations and Conditions.

Tenant agrees, at Tenant's expense, to perform or make such alterations, installations and decorations (herein referred to collectively for convenience as Tenant's Work), as Tenant may reasonably desire to perform or make in and to the demised premises in order to adapt the demised premises for Tenant's business purposes, subject however, to the following conditions:

- A. The outside appearance or the strength of the building or of any of its structural parts shall not be affected;
- B. No part of the building outside of the demised premises shall be physically affected;

C. The proper functioning of any of the mechanical, electrical, sanitary or other systems of the building shall not be adversely affected;

D. Tenant's Work shall be performed in accordance with, and Tenant shall be bound by, all of the conditions and covenants, heretofore set forth for the performance of nonstructural alterations, including but not limited to, (i) the procurement, at Tenant's expense, of governmental permits, workmen's compensation insurance and general liability insurance, (ii) compliance with applicable laws and requirements of public authorities and insurance bodies and (iii) the discharge, at Tenant's expense, of any violations.

Tenant has submitted to Landlord plans and specifications (hereinafter referred to as Tenant's Plan) setting forth, in detail, Tenant's Work including, but not limited to, all partitions, doors, installations and equipment contemplated under Tenant's Work. Tenant's Plan has been approved by Landlord, but such approval shall not, unless expressly set forth therein be deemed to create any obligation on the part of Landlord to do any work or make any installations in or about the demised premises or to authorize Tenant to make any alterations in or about the demised premises except as herein expressly set forth.

Tenant covenants to indemnify and save Landlord harmless of and from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims or judgments arising from injury to persons or property occasioned or resulting from Tenant's Work, either before or after the commencement date of this lease. Notwithstanding the preceding sentence, Tenant shall not be required to indemnify Landlord against any liability arising from injury to person or property occasioned or resulting from the acts or omissions of (the contractor) its agents, servants, employees, or sub-contractors in the performance of Tenant's Work, provided that Tenant shall obtain and maintain, or cause to be obtained and maintained, throughout the performance of Tenant's Work, worker's compensation insurance and general liability insurance as provided in Section _____ and _____.

Provided that Tenant performs and observes all of the terms, conditions and provisions on Tenant's part to be performed and observed under this Article _____, Landlord agrees to reimburse Tenant for the expenses incurred by Tenant in connection with Tenant's Work (hereinafter referred to as Tenant's Expenses), as follows:

A. As used herein, the term "Tenant's Expenses" shall mean and include all expenditures incurred by Tenant for materials and labor in connection with the alterations, decorations, installations, additions or improvements set forth in Tenant's plan as such plan is defined in Section _____.

B. Anything herein to the contrary notwithstanding, Landlord's obligation to Tenant under this Section _____ shall be the lower of (i) _____ (\$ _____) Dollars or (ii) the actual amount of Tenant's Expenses.

C. Tenant agrees that Landlord or its representatives may during normal business hours inspect Tenant's books and records related to Tenant's Work including, but not limited to, invoices, bills, vouchers and checks. Upon the completion of Tenant's Work, Tenant shall submit to Landlord a final statement setting forth, in detail, the actual amount of Tenant's Expenses.

D. Within a reasonable period of time after Landlord shall have an opportunity to verify the accuracy of Tenant's final statement and to inspect Tenant's books and records, Landlord shall pay to Tenant the lower of (i) _____ (\$ _____) Dollars or (ii) the actual amount of Tenant's Expenses.

4.98 Removal of Buildings, Structures and Fixtures.

Buildings, structures and fixtures of any kind or nature upon the said premises and belonging to the Tenant shall remain the property of and may be removed by the Tenant at any time before termination of this agreement or within ten days thereafter, and any and all of the buildings, structures and fixtures upon said premises ten days after the termination of this agreement, regardless of how termination has been effected, shall become and be absolutely the property of the Landlord.

Upon termination of this agreement the Tenant further agrees that, if so requested by the Landlord within ninety days after such termination, it will remove from said premises any or all buildings, structures or fixtures which were not owned by the Landlord on the date of said termination, and will repair any damage or defacement to said premises caused by such removal, all at the expense of the Tenant, and that upon failure to do so the Landlord may, at any time thereafter, remove the said buildings, structures or fixtures and dispose of them, without liability on the part of the Landlord for such removal and disposition, and repair the said premises, all at the expense of the Tenant.

4.99 Restoration of Premises at End of Term.

The Lessee may make such changes and alterations in the building located upon said premises as may be necessary or desirable in adapting said building to use as the _____, but in the event such changes and alterations are made the Lessee will, at its own expense, upon the expiration of the term hereby created, or any extension thereof, restore the building to the identical condition as when entered upon under this lease as shown by floor plans of _____, as identified by the signatures of the parties hereto.

4.100 Tenant's Work — Liability and Worker's Compensation Insurance.

Throughout the performance of Tenant's Work, Tenant, at its expense, shall carry, or cause to be carried, Worker's Compensation Insurance in limits agreed to by Landlord, and General Liability Insurance for any occurrence in or about the Building, in which Landlord and its agents and contractors shall be named as parties assured, in limits of not less than _____ (\$_____) Dollars for bodily injury or death to any one person, and not less than _____ (\$_____) Dollars for bodily injuries and deaths in any one occurrence, and for property damage of not less than _____ (\$_____) Dollars per occurrence and _____ (\$_____) Dollars in the aggregate. Such General Liability Insurance shall be carried with an insurer reasonably satisfactory to Landlord, and Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect on or before commencement of Tenant's Work and, on request, at reasonable intervals thereafter, during the continuation of Tenant's Work.

4.101 Alterations Necessary to Permit Lawful Conduct of Business.

If alterations, including but not limited to a fire sprinkler system, are needed to permit lawful conduct of the Tenant's business or to comply with the certificate of occupancy, the same shall be made by and at the expense of the Tenant.

4.102 Ownership of Improvements.

All buildings, structures and other improvements upon the leased premises at the commencement of the term of this lease or at any time thereafter during said term, including all appurtenances thereto, whether now belonging to the Lessors or hereafter built or placed upon the leased premises by the Lessee, either out of insurance moneys or out of its own funds or both, shall immediately become and remain the property of the Lessors.

4.103 Materials to Be Used.

All equipment and installations to be made by Landlord shall be of the type, color and quality selected by Landlord as standard for the building, and shall be in accordance with the Landlord's specifications. It is understood and agreed that Tenant may request that materials selected by it be used in lieu of building standard materials and if Landlord shall approve such substitute materials which approval Landlord will not unreasonably withhold, then Tenant shall pay to Landlord any increase in the cost as estimated by Landlord of such substitute materials and the installation thereof over and above Landlord's estimate of the cost of providing and installing building standard materials. Landlord shall notify Tenant of the amount of the increase in cost within a reasonable time after receiving Tenant's plans and specifications and Tenant shall have _____ days to approve such amount or to request further changes in the plans and specifications. If no change in the plans and specifications are made, or if Tenant does not indicate its approval of such amount within _____ days, then it shall be deemed to be approved and such amount shall be deemed to be and Tenant shall pay the same as additional

rent upon being billed by Landlord. No additional amount shall be due by reason of the colors of paint selected by Tenant.

4.104 Shopping Center Alterations Prohibited.

Neither the Landlord, its successors or assigns nor any subsidiary or controlling corporation shall alter, change or vary in any manner the location of the building improvements and parking facilities as the said improvements and parking facilities are shown on Schedule A attached hereto.

G. MAINTENANCE AND REPAIR OF PREMISES

4.110 Condition of Premises.

The Lessee covenants that it has examined the premises, knows the condition of said premises, and has received said premises in good order and repair.

4.111 Lessee to Keep Premises in Good Order.

The Lessee shall keep the premises in good order and free from all refuse, shall keep the sidewalks free from all obstructions, and shall promptly remove all trash, garbage, and refuse of any kind from the premises during said term.

4.112 Lessee to Preserve Furniture.

It is further agreed that the furniture and fixtures now in use in said building, as shown by inventory thereof, are included in this lease and may be used by the Lessee during the term hereby created, or any extension thereof, without the payment of any additional rentals. The Lessee covenants and agrees, however, that, at the expiration of said term, or any extension thereof, it will surrender possession of all such furniture and equipment in as good condition as the same now are, replacing at its own expense any such furniture and equipment as may be worn or damaged, ordinary wear and tear excepted.

4.113 Lessee Not to Overload.

The Lessee acknowledges receipt of the premises in good condition and repair, and agrees not to do or suffer any waste or nuisance upon said premises, or injure, overload, or deface the same, or any part thereof, or suffer or permit the same, during or at the termination of this lease, to be injured, overloaded, or defaced.

4.114 Lessee to Maintain Sprinkler System.

The Lessee shall maintain and keep in repair and efficient operation the sprinkler system of fire protection in full accordance with the requirements of the local fire marshal, so that the full advantage of reduced fire insurance rates will be secured to both parties to this agreement.

4.115 Lessee to Maintain Elevators.

Lessee shall put and keep all elevators in said building in good order and repair at its own expense, and shall properly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City Governments, and of any and all of their departments and bureaus applicable to said premises during said term.

4.116 Lessee to Comply With Municipal and County Orders.

The Lessee agrees to obey and comply with all orders from the board of health, the building department, the fire department, the police department, and any and all other municipal and county departments of the city and county affecting said premises.

4.117 Right of Lessors to Inspect Premises.

At all times during the term of this lease, the Lessors shall have the right, by themselves, their agents and employees, to enter into and upon the leased premises during reasonable business hours for the purpose of examining and inspecting the same and determining whether the Lessee shall have complied with its obligations hereunder in respect of the care and maintenance of the premises and the repair or rebuilding of the improvements thereon when necessary.

4.118 Trees Not to Be Cut.

The Lessee does hereby agree that it will not, at any time during the said term, without the consent of the Lessor, its heirs or assigns, cut down or destroy any trees, or any ornamental trees or shrubs now or hereafter standing or growing on said premises, but will keep such trees and shrubs in good preservation.

4.119 Lessor's and Lessee's Obligations to Repair.

The maintenance and repair of the leased premises shall be in general governed as follows:

- a. Lessor shall maintain and keep in good repair the roof, outside walls, foundations, sidewalks and drainage of the leased premises below the street floor.
- b. The elevators shall be inspected at intervals as required by ordinance or law at the Lessor's expense. Mechanical defects and damage caused by obsolescence or fair wear and tear shall be an obligation of the Lessor. Repairs and damage caused by improper or negligent operation shall be maintained and serviced by the Lessee.
- c. Repairs to interior walls, floors and ceilings when same becomes necessary through structural defects, through fair wear and tear or through circumstances beyond control of the Lessee shall be an obligation of the Lessor. All other maintenance and servicing shall be at the Lessee's expense.

d. Lessor shall take care of all damage, breakage and repairs to doors and outside windows when such is occasioned through fair wear and tear or by circumstances beyond the Lessee's control.

e. Heating and plumbing shall be serviced and maintained by the Lessor when obsolescence, fair wear and tear or circumstances beyond control of the Lessee are primarily responsible for the servicing of same. Maintenance and services from all other causes shall be an obligation of the Lessee.

f. The interior wiring is taken over by the Lessee "as is" and shall be serviced and maintained by the Lessee.

4.120 Lessee's Obligations to Repair.

The Lessee shall keep all and every part of said premises, including roof, gas, water, and sewer pipes, and all plumbing, in good repair, and will replace all glass which may be broken on said premises from any cause whatsoever with other of the same quality and size, at its own cost and expense, and pay all repair bills promptly.

4.121 Lessee's Obligations to Repair — Another Form.

The Lessee shall at its own expense, throughout the term of this lease and so long as it shall remain in possession of the leased premises, keep and maintain in good repair all portions of the building or buildings located upon the leased premises, now or at any time hereafter during said term, including all fixtures and equipment, such as a sprinkler system, elevators and furnaces, and all other appurtenances, machinery and equipment therein which are wrought into and become part of the real estate, but not including articles of personal property which are capable of being removed without injury to the real estate, and shall also keep and maintain in good repair the sidewalk in front of the leased premises, whenever not so maintained by the City of _____ or other public authority. It is understood that the preceding sentence does not require maintenance of said building or buildings and fixtures, equipment, appurtenances and machinery in perfect condition or a condition equal to new, but that the Lessee shall at all times keep and maintain the same in such condition as to minimize, so far as is practicable by usual care and repairs, the effects of use, decay, injury and destruction of said property, the lessors recognizing that certain depreciation by reason of increasing age and use is unavoidable. Such equipment as a sprinkler system of fire protection, elevators and all other appurtenances, machinery, equipment or fixtures in or about the leased premises shall be maintained and kept by the Lessee in such condition and repair as to meet the requirements of the Fire Marshall, and the Lessee shall at its own expense rebuild or replace any of such appurtenances, machinery, equipment or fixtures (which are part of the real estate), which shall during the continuance of the term of this lease cease to be capable of safe use or operation and shall be incapable of repair or which shall be required or ordered to be rebuilt or replaced by any insurance or public authority. The Lessee shall also maintain throughout the time of its occupancy of the leased premises, all portions of said premises and of the machinery, equipment, fixtures and appurtenances therein, in a clean

and sanitary condition. The Lessee shall be bound, so long as it shall remain in possession of the leased premises, to keep and maintain all portions of the premises, the improvements thereon and the appurtenances, machinery, equipment and fixtures therein in such condition as to prevent any loss, damage or injury to the persons, property, businesses, or occupations of any sublessees, persons permitted by the Lessee or its sublessees to be in or about the leased premises, owners, occupants and invitees of adjoining premises, and persons upon the adjacent portions of the street in front and the alley in rear of the leased premises, but the failure of the Lessee to so maintain the said premises as required by this sentence shall not constitute a breach of this lease.

Notwithstanding the other provisions hereof, the Lessee shall not be required to maintain the building now upon the leased premises, or any portion thereof which may be left after construction of a new building upon a part of the premises, in any better condition than at present until after _____, 20____.

4.122 Lessor to Keep Outside Walls and Roof in Repair.

The Lessor agrees to maintain the outside walls and roof of the building on the leased premises in good repair.

4.123 Maintenance — Painting.

It is mutually understood and agreed that Landlord will not be liable for painting, janitorial or cleaning service to Tenant in the demised premises but that Tenant shall furnish same at its own cost and expense. However, Landlord does agree to furnish at its own cost and expense the usual window cleaning service as given in the building.

4.124 Structural and Extraordinary Repairs by Lessor.

It is hereby agreed that the Lessee shall keep the interior parts of the demised premises in as good repair as same are when possession hereunder is given to Lessee, except for repairs occasioned by the unsafe condition or settling of the building, reasonable wear and tear, structural repairs and repairs of an extraordinary character. Excepting for such repairs as Lessee has agreed to make herein, Lessor shall make all replacements and any and all other repairs to the demised premises.

4.125 Compliance With Laws, Ordinances, Etc.

For the correction, prevention and abatement of nuisances, violations or other grievances in or upon or connected with said premises during said term, the Tenant shall at its own cost and expense properly comply with and execute all rules, orders and regulations, orders, statutes, ordinances and requirements of the Federal, State, County and Municipal government and of any and all their departments, commissions, boards, and bureaus applicable to said premises.

4.126 Maintenance and Repair by Lessor.

The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of the lease, except in case of damage arising from the act or the negligence of the Lessee, its agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building, including temporary cessation of services, including elevator, heating, water, electricity or air conditioning.

4.127 Maintenance and Repair by Lessor — Another Form.

In connection with Article _____ of this lease, it is understood and agreed that landlord will at Landlord's expense, perform the building standard services of daily cleaning of the demised premises and provide for the cleaning of Tenant's outside windows in the custom and at times and in the manner as is usually done in comparable office buildings in the City of _____, Florida, it being the intention of the parties that Landlord shall not be required to carry away large amounts of refuse, other than normal day to day office refuse.

4.128 Maintenance and Repair by Lessor — Another Form.

The Lessor does hereby covenant for himself, his heirs, executors, administrators and assigns, that it will, at its own cost and expense, put and keep the buildings on the demised premises, both inside and outside, in good and tenantable condition and repair, during the entire term demised in this lease.

4.129 Maintenance and Repair by Lessor — Another Form.

The Lessor does hereby covenant for himself, his heirs, executors, administrators and assigns, that it will, at all times during the said term, keep the outer walls, roof, and exterior of said buildings in good and proper repair.

4.130 Maintenance and Repair by Lessor — Clean Windows.

Landlord will, at Landlord's expense, clean the windows of the demised premises at least once a month, except in inclement weather.

4.131 Maintenance and Repair — Another Form.

As long as this lease is in full force and effect and provided Tenant shall keep the demised premises in order, Landlord, at Landlord's expense, shall cause the demised premises, including the interior and exterior surfaces of the windows to be kept clean and shall cause Tenant's ordinary office waste paper refuse to be removed from the demised premises. Tenant shall pay to Landlord the cost of removal of any of Tenant's other refuse and rubbish from the building.

Notwithstanding the foregoing provisions of this Section, Tenant shall have the right to contract independently for the removal of such other refuse and rubbish and for office cleaning service in addition to those furnished by Landlord. In the event Tenant exercises such right, the removal of such other refuse and rubbish and the furnishing of office cleaning services to Tenant by persons other than Landlord or Landlord's contractors shall be performed in accordance with such regulations and requirements as, in Landlord's reasonable judgment, are necessary for the proper operation and maintenance of the building, and Tenant agrees that Tenant will not permit any person to enter the demised premises or the building for such purposes other than persons first approved by Landlord, such approval not to be unreasonably withheld.

H. QUIET ENJOYMENT

4.140 Quiet Enjoyment Covenant.

The Lessors jointly and severally covenant that the Lessee, upon paying the rentals and performing the covenants upon its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the premises hereby leased during the term hereof.

4.141 Quiet Enjoyment Covenant — Another Form.

If and so long as Tenant pays the rent and additional rent reserved by this lease, and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises during the term of this lease without hindrance or molestation by Landlord or by any one claiming by or through Landlord or by any one having a title or claim paramount to Landlord's, subject, however, to the terms of this lease.

4.142 Quiet Enjoyment Covenant — Another Form.

Subject to all the terms, covenants and conditions of this lease and except as otherwise herein provided, the Landlord agrees that the Tenant, upon payment of the rents as herein specified and the performance and fulfillment of all the terms, covenants and conditions herein expressed on the part of the Tenant to be performed and fulfilled, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term of this lease.

4.143 Quiet Enjoyment Covenant — Another Form.

And the party of the first part does hereby agree that the party of the second part, on paying the rents, taxes, assessments and charges, and performing his agreements provided for in this lease, shall and may quietly and peaceably hold and enjoy said leased premises, so long as this lease shall subsist except as against any person claiming under a prior lease or grant from the party of the first part, or some person under whom the party of the first part claims title. This lease being expressly made subject to any and all prior leases and grants made by the party of the first part, or any other person under whom it claims title in so far as such prior lease or grant may conflict therewith.

I. USE OF PREMISES

4.150 Restriction on Use — Dwelling House.

The Lessee does hereby covenant for himself, his heirs, executors, administrators and assigns that it will not use or permit any part of said premises to be used for any other purpose than a private dwelling house, without the written consent of the Lessor, his heirs, executors, administrators, or assigns, first obtained.

4.151 Restriction on Use — Commercial Space.

It is the essence of this agreement that the space herein rented is to be used solely for commercial space, and Tenant is prohibited from using any portion of said space rented for living quarters.

4.152 Restriction on Use — As Provided in Lease.

The Tenant expressly covenants, represents, warrants and agrees that it shall use and occupy the demised premises for the express and limited uses in this lease specifically specified only and for no other use or purpose. The Tenant makes this covenant, warranty, representation and agreement knowing that the Landlord is entering into this lease in reliance thereon and that such covenant, warranty, representation and agreement is the essence of this agreement. In the event of a breach or threatened breach by Tenant or anyone claiming under it of this article, Landlord shall have the right of injunction and the right to invoke any and all remedies under this lease and any remedies allowed at law or in equity by reason of such breach or threatened breach by Tenant.

4.153 Restriction on Use — Not to Be Used for Business.

The Lessee does hereby covenant for himself, his heirs, executors, administrators and assigns, that it will not use the said premises, or any part thereof, or permit the same to be used at any time during the term hereby created, for the purpose of carrying on any business or trade whatsoever thereon, or use the said premises, or any part thereof, or permit same to be used for any other purpose than as a private dwelling house.

4.154 Restriction on Use — Store.

The Lessee covenants and agrees to use the demised premises as a store and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Lessor.

4.155 Restriction on Use — Advertisements.

The Lessee shall have no right to use the exterior or interior walls of the building for advertising its business, but it is hereby permitted to use the windows of the demised premises for advertising.

4.156 Restriction on Use — No Display of Merchandise on Sidewalk.

It is specifically understood and agreed by and between the parties hereto that Tenant covenants and agrees not to place any merchandise for display or sale on the sidewalk in front of the herein demised premises, and further agrees that any merchandise delivered to the Tenant, or any of Tenant's property, will not be allowed to remain on the sidewalk.

4.157 Restriction on Use — Signs.

The Lessee agrees not to erect, affix or display any sign on the exterior of said premises without, in each instance, first securing the written consent of the Lessor.

4.158 Restriction on Use — Posting of Bills Prohibited.

The Lessee does hereby covenant for himself, his executors, administrators and assigns, that it will not, without the written consent and approval of the lessor, his heirs, executors, administrators or assigns, first obtain, post, place or affix any notice, advertisement, bill or sign in or about any part of the premises hereby demised; and the Lessor, his heirs, executors, administrators and assigns hereby reserves the right to enter upon said premises, without notifying the Lessee, his executors, administrators or assigns, for the purpose of removing said notices, advertisements, bills, or signs, so posted, placed or affixed without the written consent and approval of the Lessor, his heirs, executors, administrators or assigns, and storing same, at the cost and expense of the Lessee, his executors, administrators or assigns.

4.159 Restriction on Use — Receipt and Shipment of Merchandise.

It is mutually covenanted and agreed that Tenant is to occupy the demised premises as an executive office and showroom only, and that due to the fact that there is no freight or service elevator in the building of which the demised premises are a part, Tenant herewith agrees that it will not receive or ship merchandise in or out of the demised premises except at such times and under such conditions that will meet with the written approval of Landlord or its agents.

4.160 Restriction on Use — Use of Machines.

Business machines and mechanical equipment belonging to Landlord or to Tenant which cause vibration, noise, cold or heat that may be transmitted to the building structure or to any leased

space therein to such a degree so as to be reasonably objectionable to Landlord or to Tenant, or to any other tenant in the Building, shall be placed and maintained by the party owning or leasing the machines or equipment at such party's expense in settings of cork, rubber, spring or other type vibration eliminators sufficient to absorb and prevent such objectionable vibration, noise, cold or heat.

4.161 Display of Signs.

Consent is given to Tenant to display signs at the demised premises provided however, that such signs shall conform with all municipal regulations, and that said Tenant shall at its own cost and expense obtain all required licenses therefor, and provided further that such signs shall not interfere with the occupancy of any other tenants in said building. In no event shall any such signs extend beyond the area demised hereunder, either in a latitudinal or longitudinal direction.

4.162 Display of Signs — Another Form.

It is understood and agreed that Tenant shall have the right, at Tenant's expense, to install, subject to the prior written approval of Landlord as to size, design, color, material and method of attachment, a sign on the exterior of the building, and it is further provided that Tenant shall comply with all governmental rules or regulations pertaining thereto.

4.163 Display of Signs — Another Form.

Lessee shall be privileged to erect and maintain a suitable sign and a canopy outside of the _____ Avenue entrance to the demised premises, subject to the prior written approval of Lessor with respect to size, type, shape and design, which approval shall not be unreasonably withheld, and subject also to compliance with any applicable legal requirements or regulations.

Lessee shall pay any fee, tax or other charge at any time imposed by any governmental authority on either the sign or canopy provided for in this Article.

4.164 Competitor Exclusion Clause*.

*The use of this clause may be limited by state and federal antitrust and anti-competition legislation and case law.

The Lessor covenants and agrees that it will not rent any other store in the building of which the demised premises form a part, for any business which sells any of the products which this Lessee is permitted to sell, as specifically herein provided except as modified by paragraph _____ hereof.

J. DESTRUCTION; EMINENT DOMAIN

4.170 Destruction of Leased Premises.

It is further agreed between the Lessor and Tenant that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or makes it impossible to conduct the business of the tenant thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor may terminate this lease and the term herein demised from the date of such damage or destruction, and the Tenant shall immediately surrender the demised premises and all interest therein to the Lessor, and the Tenant shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happening of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Tenant shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterments placed by the tenant on the demised premises shall, however, in any event be repaired and replaced by the tenant at its own expense and not at the expense of the Lessor.

4.171 Destruction of Leased Premises — Another Form.

In the event the premises are partially destroyed by fire or other casualty, the Lessor shall immediately repair the premises and restore them to the condition at least as good as existed immediately prior to the casualty. Until the premises are so repaired and restored, the rental shall abate in that portion as the space not usable by the Lessee for conduct of its business on the demised premises bears to the total space herein demised.

Should the demised premises be destroyed or so damaged by fire or other casualty so as to make it necessary to rebuild, restore or replace the whole building on the premises, then this lease shall

be absolutely null and void and of no effect whatsoever. However, during the six (6) months succeeding such casualty, the Lessee herein shall have the first right to enter into a new lease with Lessor for a new building, upon the same terms and conditions as Lessor would be willing to lease to any other party or parties or from whom Lessor has a bona fide acceptable offer.

4.172 Destruction of Leased Premises — Another Form.

(a) In the event that the demised premises shall be partially damaged or destroyed by a casualty, the Lessors will, at the option of the Lessees, with all due diligence, at their own cost and expense, repair, restore and rebuild the demised premises, so that the premises after such work shall be substantially the same as prior to such damage. It is expressly agreed that, if a partial destruction, as above described, shall occur, the rent hereby reserved shall not abate unless the premises shall be thereby rendered untenable so as to preclude the conduct of the business therein. If the premises should be thus rendered untenable, the rent shall abate until the premises can again be used for printing, publishing and advertising purposes. The requirement of the diligence of the Lessors in restoring the premises shall be subject to a reasonable opportunity to adjust loss with insurance companies, and to Lessors' inability to obtain labor and material where such inability is not due to the Lessor's own fault.

(b) In the event that the demised premises shall be partially damaged or destroyed by a casualty so as to effectively limit the use of a portion of the premises for the business of the Lessees, then the rent shall abate for the portion of the premises effectively limited until such time as effective use of the premises is completely restored.

(c) In the event that the Lessors shall not have repaired a partial destruction of the premises within _____ days or a complete destruction of the premises within _____ days after the date of destruction, then the Lessees shall have the option of terminating this lease by serving written notice upon the Lessors of their intention to terminate this lease. Said notice shall contain a specified date of termination and upon service of such notice upon the Lessors by the Lessees, said date of termination shall terminate this lease as if said termination date had originally been fixed as the expiration date of this lease.

4.173 Destruction of Leased Premises — Another Form.

In the event the premises are partially destroyed by fire or other casualty, the Lessor shall immediately repair the premises and restore them to the condition at least as good as existed immediately prior to the casualty. Until the premises are so repaired and restored, the rental shall abate in that portion as the space not usable by the Lessee for conduct of its business on the demised premises bears to the total space herein demised.

Should the demised premises be destroyed or so damaged by fire or other casualty so as to make it necessary to rebuild, restore or replace the whole building on the premises, then this lease shall become absolutely null and void and of no effect whatsoever effective as of the date thereof.

However, during the _____ (_____) months succeeding such casualty, the Lessee herein shall have the first right to enter into a new lease with Lessor for a new building, upon the same terms and conditions as Lessor would be willing to lease to any other party or parties or from whom Lessor has a bona fide acceptable offer.

4.174 Destruction of Leased Premises — Use of Proceeds of Insurance.

The entire proceeds of any insurance in case of loss are to be paid to the insurance trustee mentioned in the preceding paragraph hereof, to be held, paid and used solely for the repairing, rebuilding and restoration of the building or buildings on account of the injury or destruction of which such insurance moneys have been paid. The Lessee shall use such insurance moneys for the repair or reconstruction of such building or buildings and shall provide any additional sums which may be required to complete the repair or reconstruction thereof so that the repaired, rebuilt or newly constructed building or buildings shall be at least equal in stability, permanency of construction, usefulness and value to the building or buildings in existence immediately prior to the damage or destruction. The insurance moneys shall be paid out by the trustee from time to time as the work of rebuilding, reconstruction or repair shall progress on bona fide certificates of the supervising architect at the rate of 90% of the amounts due for labor and materials as shown by such certificates, the remaining 10% to be paid to the Lessee after such repairing or rebuilding shall have been completed and the Lessee shall have furnished to such trustees satisfactory evidence that all claims and demands for labor or materials used or furnished in repairing or rebuilding have been paid in full or that no claim or lien can accrue or be enforced against any part of the leased premises on account thereof. However, in any case of damage to or destruction of said building or buildings in which the costs of repairing or rebuilding the same, as estimated by the supervising architect or fixed by contract with a responsible contractor, shall exceed twenty-five hundred dollars, the Lessee shall, before commencing the repair or reconstruction of the buildings and improvements upon the leased premises, furnish to the Lessors, in advance of beginning work thereon, a bond executed by a responsible surety company authorized to do business in the State of _____ as surety, in an amount equal to the cost of the repair or reconstruction as estimated by the supervising architect or fixed by contract with a responsible contractor, conditioned that the repair or reconstruction of such buildings and improvements shall be completed within the time hereinbelow stated, that the Lessee shall pay all claims and demands on account of such repairing and rebuilding and furnish to the insurance trustee satisfactory evidence of the payment thereof, and that no claim or lien can accrue or be enforced against such buildings or improvements or any part of the leased premises on account thereof.

The bond may be one given by the contractor, if conditioned as required by the preceding sentence and given for the benefit of the Lessors as well as the Lessee; and the cost thereof and the necessary architect's fees may be considered as part of the cost of the repair or construction and paid out of the insurance moneys. It shall be delivered to and held by the insurance trustee hereinbefore mentioned.

In case of any such damage to or destruction of the buildings or improvements, the Lessee and the Lessors shall use every reasonable effort to settle and adjust as quickly as possible the amount of the loss payable by the insurers. The Lessee agrees that it will commence the required repair or reconstruction promptly and within a reasonable time after receipt of the proceeds of insurance paid on account of the damage or destruction and prosecute the work of repair or reconstruction to completion promptly and within reasonable speed and diligence and will also, immediately after any damage to or destruction of part of the building or buildings, do all things necessary to protect the building or buildings against further damage prior to commencement of the required repair or reconstruction. If the Lessee shall not complete such repair or reconstruction within the time stated the Lessors shall have the right to receive all insurance moneys then remaining in the hands of the insurance trustee, as their own property, the right to use such moneys in the repair or reconstruction of the building or buildings upon the leased premises or to use the same for other purposes, and the right to cancel this lease and the Lessee's rights hereunder, all at the option of the Lessors; provided, however, that no rights under this paragraph shall accrue to the Lessors unless and until thirty days written notice shall have been given by the Lessors to the Lessee and the Lessee shall have failed within that period of time to proceed diligently with the repair or reconstruction of said building as provided in this paragraph.

4.175 Eminent Domain.

If the entire leased premises shall be taken under the exercise of the power of eminent domain by any competent governmental authority, this lease shall terminate as of the date of such taking; and in that event, the rentals due hereunder shall be apportioned between the parties hereto as of the date of such taking and any balance of the prepaid rentals not theretofore applied towards the payment of accrued installments of rent in accordance with the provisions hereof shall be immediately repaid to the Lessee, together with interest thereon at the rate of _____ percent per annum. If less than the entire leased premises shall be taken under the exercise of the power of eminent domain, this lease shall not terminate but shall continue in full force and effect as to the remaining portion of the leased premises; and in such event the Lessee shall make such repairs and restorations as may be necessary fully to restore the remaining portion of the premises to a condition as good as that prior to the taking, there shall be no abatement in the rentals due hereunder during the time such repairs or restoration are being made, the rents thereafter due shall not be reduced on account of such taking and the lease shall not otherwise be affected thereby. If either the entire leased premises or only a part thereof are so taken, the Lessee shall receive the amount awarded for necessary repair or reconstruction of the building (which shall be impounded to limit and assure its use by the Lessee for that purpose), and the amount awarded as damages to the value of the leasehold, measured by the reduction in the value thereof caused by such taking and taking into consideration the Lessee's continuing obligation to pay the full amount of the rentals herein specified; and the Lessors shall receive the entire balance of the award, including all amounts paid for the taking of the land, the taking or damage to the buildings or other improvements and on account of damages to the residue of the property, but interest at the rate of _____ percent per annum on the amounts so paid to the Lessors shall

be credited on the rentals thereafter payable by the Lessee, so long as the lease shall remain in effect, any amount by which such interest shall exceed the rentals falling due to be paid to the Lessee, and the Lessee shall have a lien upon the leased premises for payment to it of any such excess. It is agreed, however, that if less than the entire leased premises shall be taken under the exercise of the power of eminent domain but the parts taken shall amount to _____% of the frontage or _____% of the depth of the leased premises, the Lessee shall have the option to terminate this lease as of the date of such taking, with the same effect as provided in the first sentence of this section in the case of a termination resulting from the taking of the entire premises.

4.176 Eminent Domain — Another Form.

In case the whole of said premises shall be taken by right of eminent domain or other authority of law during the continuance of this lease and of any extension thereof, this lease shall terminate.

In case a part of said premises shall be taken by right of eminent domain or other authority of law, this lease may, at the election of the Lessor, be terminated, said termination, if such election be made, to be of the date when the Lessor is required to take possession of said building for the purpose of reconstructing the same, notice of such election to be given to the Lessee within ten (10) days after final judgment is entered in any such condemnation proceedings. If more than 5 percent of the floor area of the building is so taken, this lease may also, at the option of the Lessee, be terminated, said termination, if such election be made, to be of the date when the Lessor is required to take possession of said building for the purpose of reconstructing the same, such notice of election to be given to the Lessor within ten (10) days after final judgment is entered in any condemnation proceedings. In the event that the lease is not so terminated, the Lessor shall, with reasonable diligence, proceed at its own expense to reconstruct said building and place the same in a tenantable condition within sixty (60) days after final judgment is entered in any such condemnation proceedings, if such reconstruction shall be made necessary by reason of the taking of a part thereof, and during such reconstruction the Lessee shall only be required to pay that proportion of the rent herein reserved as the floor area of the portions of the building remaining in a tenantable condition during such repair bears to the entire floor area of said building. Upon the completion of said reconstruction, the rent herein reserved shall thereafter be reduced, and thereafter the Lessee shall be required to pay that proportion of the rent herein reserved as the floor area of the reconstructed building bears to the floor area of the building before such reconstruction. It is agreed that the termination of this lease or the abatement of rent provided for in this clause, caused by the taking of the whole or a part of said premises by right of eminent domain or other authority of law, shall not affect the right of the Lessee to recover from others such damages as may result to it from the exercise of such right of eminent domain, or from any act of any public authority or authorities; but any damages awarded to the Lessee on account of the cost of reconstructing the building, or on account of the diminution of the size of the building, shall belong to the Lessor.

4.177 Eminent Domain — Rent Reduction if Part of Premises Taken.

If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then and in that event, upon the taking of the same for such public use, the term of this lease shall cease upon the date when the same shall have been taken and the full rent shall be paid up to that date; if only a portion of a building is taken, and if the Lessee so desires, it shall have the right to continue in the possession of the remainder of the same under the terms provided herein, except that the annual rent shall be reduced in the proportion that the amount of premises taken bears to the amount of the premises demised.

In any event the entire compensation awarded shall belong to the Lessor without any deduction therefrom for any present or future estate or interest of the Lessee, and the Lessee hereby assigns to the Lessor all of its right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of the Lessee now existing or hereafter arising in and to the same or any part thereof.

4.178 Eminent Domain — Restoration of Premises by Tenant If Partial Taking.

(a) If the whole or such portion of the leased premises as would render the balance unsuitable for the purposes of Tenant shall be taken by condemnation or right of eminent domain or if such a taking shall result in such a diminution of the parking area as would make it economically impracticable to continue to operate the business of Tenant because of lack of adequate and available parking facilities or if such a taking shall deprive the lease premises of adequate and convenient access to any of the principal highways serving it, this lease shall terminate upon the taking of possession by the authority having such power of eminent domain, and Tenant shall have no claim for the unexpired term of this lease. Tenant shall be entitled to receive and retain only such amount of any condemnation award as may be specifically awarded to it in any condemnation proceeding.

(b) If a portion of the leased premises is taken by condemnation or right of eminent domain and the remaining portion of the leased premises is suitable for the purposes of Tenant, Tenant covenants and agrees promptly upon such taking or condemnation, at its own expense to restore the leased premises to an architectural unit as nearly like its condition prior to such taking as shall be practicable, subject to zoning and building laws then in existence. Landlord covenants and agrees to make available to Tenant up to the net amount awarded to Landlord in such condemnation proceeding toward Tenant's cost of restoring said premises. In the event the area of the building, as restored, is reduced below _____ square feet, there shall be a pro rata reduction in the base rent provided herein. There shall be no abatement of rent pending restoration of the lease premises by Tenant. Notwithstanding the foregoing, if such portion shall be taken during the last three (3) years of the term of the lease (and if said term shall have been extended, then this provision shall apply only to the last three (3) years of the latest extension of said term), then either party may terminate the lease as of the date of such taking of possession by giving notice to the other party within thirty (30) days after receiving the first notice of such taking of its election so to terminate, unless Tenant, within thirty days after receipt of such notice from Landlord, shall give notice to Landlord of its intention to extend the term in accordance

with any option or right so to do which Tenant may have, in which case the lease shall not be terminated although notice of termination may previously have been given by Landlord. In the event the lease should be so cancelled as in this paragraph permitted, then all unearned rent and other charges paid in advance by Tenant shall be refunded to Tenant.

4.179 Eminent Domain — Lessee Not to Claim Award.

The Lessee does hereby covenant for himself, his executors, administrators and assigns, that in the event that the premises hereby demised, or any part thereof, shall be taken by virtue of condemnation proceedings, the said Lessee, his executors, administrators or assigns, shall have no claim against the said Lessor, his heirs, executors, administrators or assigns, or be entitled to any portion of the amount that may be awarded in said proceedings; and the said Lessee, his executors, administrators and assigns does hereby assign to the said Lessor, his heirs, executors, administrators and assigns, all and any right to damage, if any, by virtue of said proceedings.

K. RENEWAL AND EXTENSION OF LEASE

4.190 Renewal of Lease at Option of Lessee.

This lease is for a term of _____ years commencing on _____, 20____, with the right in the lessee to renew this lease for a further term of _____ years at the end of such term.

4.191 Renewal of Lease at Option of Lessee — Another Form.

The Lessors hereby covenant and agree to and with Lessee that the Lessee shall have and hereby is given the option to renew this lease for a further term of _____ years, to commence at noon on the _____ day of _____, 20____, and to continue until noon on the _____ day of _____, 20____, upon the same terms and conditions as in this lease contained for the period subsequent to _____, 20____, excepting that the minimum annual rental during such renewal period shall be _____ (\$_____) Dollars for each "rent year" and the monthly installments shall be _____ (\$_____) Dollars each and there shall be no limitation on the maximum rental for such renewal period. The aforesaid renewal shall become effective and the term of this lease shall be deemed continued until the _____ day of _____, 20____, only in the event that the Lessee shall exercise the said option by a written notice to that effect given to the Lessors and served by Registered Mail addressed to the Lessors, to the address last known to the Lessee, on or before the _____ day of _____, 20____ except that in the event of a total destruction of the premises after _____, 20____, such renewal privilege may be exercised only by written notice similarly given within _____ days after such destruction.

4.192 Renewal of Lease at Option of Lessee — Another Form.

If Tenant shall have well and truly paid the rent and faithfully performed all the covenants and conditions of this lease, then and in that event Landlord will grant to Tenant a new lease for a further period of year(s) from _____, 20____ to _____, 20____, at the (annual rental of) or (same rental as provided herein) provided Tenant shall have notified Landlord by registered mail at its last known address on or before _____, 20____ of Tenant's desire for such new lease, the said new lease to contain all of the covenants and conditions of this lease excepting this covenant of renewal.

4.193 Renewal of Lease at Option of Lessee — Another Form.

In the event Landlord does not require the demised premises for its own use, Tenant shall have the option to renew this lease for a further term of _____ years, exercisable by written notice to Landlord at least _____ (_____) months prior to the expiration hereof, at a rental and upon terms to be mutually agreed upon between the parties hereto.

4.194 Renewal of Lease at Option of Lessee — Another Form.

In the event Landlord does not require the demised premises for its own use, Tenant shall have the option to renew this lease, exercisable by written notice to Landlord at least _____ (_____) months prior to the expiration hereof, at a rental and upon terms to be mutually agreed upon between the parties thereto, but in no event shall the rental be less than the annual rental reserved hereunder.

4.195 Renewal of Lease at Option of Lessee — Another Form.

Tenant, its successors and assigns, shall have the right and option to extend this lease for an additional period of _____ years commencing on _____, 20____ and ending on _____, 20____, upon the same terms, covenants and conditions as herein provided with the exception that the monthly rental during such first option period shall be _____ (\$_____) Dollars per month, payable in advance, on the first day of each and every month during said period. Such option to extend may be exercised by giving written notice to Landlord by Registered Mail of such exercise of such option on or before _____, 20____.

4.196 Renewal of Lease at Option of Lessee — Another Form.

The Lessor grants to the Lessee the right to renew this lease at its expiration for a like period upon like terms; provided, however, that this renewal clause shall be inoperative in the event the Lessor shall sell said building at or prior to the expiration of this lease.

4.197 Renewal of Lease at Option of Lessee — Multiple Renewals.

Tenant shall have and is hereby given [number] options to renew the within lease for a period of _____ years in each instance, to follow consecutively upon the expiration of the term hereof and of any prior renewal period, upon the same terms and conditions contained herein except that the base rental shall be \$_____ per annum during each _____ year renewal period. Each option to renew shall be exercised by Tenant giving written notice to Landlord of its intention to renew not less than _____ years prior to the expiration date of the initial term or the renewal period, as the case may be.

4.198 Extension of Term at Option of Lessee.

The Lessee shall have the option to extend this lease for a further term of _____ years, from _____, 20____, to _____, 20____, provided the Lessee shall give to the Lessor on or before

_____, 20____, a written notice of its election to take such extension at a rental of _____ dollars per month.

4.199 Renewal of Lease at Option of Lessee — Arbitrators.

If the Lessee desires to renew the lease upon the premises herein described, the Lessee shall, on or before _____, 20____, notify the Lessor in writing, by registered mail, of its intent to request the renewal of a lease upon the said premises, and shall state the amount of rental the Lessee is desirous of paying for the said premises for an additional period of five years, and if the Lessor is in accord with the proposal thus made, the proposal shall be accepted in writing by the Lessor and sent to the Lessee by registered mail within five days after receipt of the request for renewal. If the Lessor refuses to accept the proposal made by the Lessee, it shall so notify the Lessee and if the Lessor and Lessee cannot agree upon the terms of an extension, then each of the parties hereto shall select an arbitrator to determine the amount of rental, and if the two arbitrators cannot agree, then the two arbitrators shall select a third arbitrator and the findings of two of the three arbitrators thus selected shall be final and binding upon both parties hereto. If the two arbitrators selected are unable to agree upon a third arbitrator, then a request shall be made of the Chief Judge of the _____ Circuit Court to select such third arbitrator.

L. ASSIGNMENTS AND SUBLEASES

4.210 Sublet and Assign.

The Lessee shall have the right at any time to sublet the leased premises or any part thereof or to assign this lease, but no such subletting or assignment shall relieve the Lessee of any of its obligations hereunder, and any assignee of this lease shall expressly assume, and by reason of such assignment shall be considered as having assumed and become bound by all of the Lessee's obligations hereunder. Any assignee shall take the lease and the assignment subject to all prior breaches of the Lessee's covenants herein and shall be liable therefor in the same manner as the Lessee or prior assignee responsible therefor.

4.211 Sublet and Assign — With Consent of Lessor.

The Lessee shall not sell or assign this lease nor sublet said premises or any part thereof without first obtaining the written consent of the Lessor.

4.212 Sublet and Assign — Consent of Lessor — Another Form.

This lease shall not be assigned without the written consent of Lessor first had and obtained, nor shall the whole or any part of the demised premises be sublet without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld.

4.213 Sublet and Assign — Option of Lessor to Cancel Lease.

Supplementing Article _____ hereof, Tenant, if it requests Landlord's consent to an assignment of the lease or a subletting of any part of the demised premises, shall submit to Landlord the name of the proposed assignee or subtenant and such information as to its financial responsibility and standing as Landlord may reasonably require. Upon the receipt of such request and information from Tenant, Landlord shall have an option, to be exercised in writing within _____ days after such receipt, to cancel and terminate the lease, if the request is to assign the lease or to sublet all of the demised premises or, if the request is to sublet a portion of the demised premises only, to cancel and terminate the lease with respect to such portion, in each case as of the date set forth in Landlord's notice of exercise of such option, which shall not be less than _____ nor more than _____ days following the service of such notice.

In the event Landlord shall exercise such option, Tenant shall surrender possession of the entire demised premises, or the portion which is the subject of the option, as the case may be, on the date set forth in such notice in accordance with the provisions of this lease relating to surrender

of the demised premises at the expiration of the term. If the lease shall be cancelled as to a portion of the demised premises only, the rent payable by Tenant under this lease shall be abated proportionately according to the ratio that the number of square feet in the portion of the space surrendered bears to the square feet in the entire premises.

In the event the Landlord shall not exercise the option to cancel the lease as above provided within _____ days after the receipt of Tenant's written request, then Landlord's consent to such request shall not be unreasonably withheld. In no event shall any assignment or subletting to which Landlord may have consented, release or relieve Tenant from its obligations fully to perform all of the terms, covenants and conditions of the lease on its part to be performed.

4.214 Sublet and Assign — Not Unreasonably Withheld.

Landlord agrees that it will not unreasonably withhold its written consent to a subletting of the whole or any part of the demised premises provided (a) the subletting is for purposes not inconsistent with Article _____ hereof, and generally consistent with the character and nature of all other tenancies in the building; and (b) that the character and financial responsibility of the proposed subtenant or subtenants be satisfactory to Landlord.

4.215 Sublet and Assign — Not Unreasonably Withheld — Another Form.

Landlord agrees that it will not unreasonably withhold its consent to a subletting or an assignment by Tenant pursuant to paragraph _____ hereof, provided however that such withholding shall not be deemed to be unreasonable if Landlord has reason to believe that the prospective subtenant or assignee will require elevator or other services in excess of, or more onerous to Landlord, than the services customarily required by the assigning or subletting Tenant.

4.216 Sublet and Assign — Not Unreasonably Withheld — Another Form.

Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this lease in whole or in part, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of the Landlord in each instance. Landlord's consent will not be unreasonably withheld.

4.217 Sublet and Assign — Not Unreasonably Withheld — Another Form.

Tenant will not, by operation of law or otherwise, assign or sublet or permit the Demised Premises or any part thereof to be used by others, without Landlord's prior written consent in each instance. The consent by Landlord to any assignment or subletting shall not in any manner be construed to relieve Tenant from obtaining Landlord's express written consent to any other or further assignment or subletting. Tenant may, however, assign or transfer this Lease without

Landlord's consent to any subsidiary, parent or affiliated or controlled corporation, or to any corporation with which Tenant may be merged or consolidated, or to any corporation to which Tenant may sell substantially all its assets on condition that the assets and net worth of such assignee (in case of a merger, consolidation or sale of substantially all of Tenant's assets) are substantially equal to or greater than those of Tenant immediately at the time of such assignment.

If Tenant requests Landlord's consent to an assignment or subletting of any portion of the Demised Premises, it shall submit, in writing, to Landlord

- (a) the name and address of the proposed assignee or subtenant,
- (b) the terms and conditions of the proposed assignment or subletting,
- (c) the nature and character of the business of the proposed assignee or subtenant, and
- (d) banking, financial and other credit information relating to the proposed assignee or subtenant, reasonably sufficient to enable Landlord to determine the proposed assignee or subtenant's financial responsibility.

4.218 Sublet and Assign — To Corporation Formed by Lessee.

It is contemplated by the Lessee to organize a corporation with not less than _____ dollars paid-up capital, and it is agreed that, when said corporation is organized, the Lessee shall have the right to transfer and assign this lease, and sublet the property described to such corporation. The form to be used in the transfer and subletting shall be the same as the form hereto attached, marked Exhibit A.

4.219 Sublet and Assign — To Corporation Affiliated With or Controlled by Tenant.

It is understood and agreed by and between the parties hereto that Tenant shall have the right to assign this lease to a corporation affiliated with or controlled by Tenant, which shall continue to operate the herein described business in the demised premises. In the event of such an assignment, however, Tenant hereunder covenants and agrees that (it) will continue to be liable for the faithful performance of all of the covenants, terms and conditions of this lease.

4.220 Sublet and Assign — Tenant Satisfactory to Lessor.

It is understood and agreed by and between the parties hereto that Tenant shall have the right to assign this lease to a tenant satisfactory to Landlord, who shall continue to operate the herein described business in the demised premises. In the event of such an assignment, however, Tenant hereunder covenants and agrees that (it) will continue to be liable for the faithful performance of all of the covenants, terms and conditions of this lease.

4.221 Sublet and Assign — Lessee Remaining Liable.

Tenant shall have the right to assign this lease to _____ [corporate name or a corporation to be formed at a later date] which shall continue to operate the herein described business in the demised premises. In the event of such an assignment, however, Tenant hereunder covenants and agrees that it will continue to be liable for the faithful performance of all the covenants, terms and conditions of this lease.

4.222 Sublet and Assign — Breach of Covenant Against.

It is further covenanted and agreed by and between both parties to this lease that in the event that the said Lessee, his executors or administrators, shall assign this lease or sublet the said premises, or any part thereof, without the written consent of the Lessor, his heirs, executors, administrators or assigns, first obtained, then it shall be lawful for the said Lessor, his heirs, executors, administrators and assigns, to terminate this lease immediately, and be entitled to the immediate possession of said premises, and to take summary or other legal proceedings against the said Lessee, his executors, administrators and assigns, and any person or persons in possession.

M. DEFAULT RIGHTS AND REMEDIES

4.230 Remedies.

It is agreed between the parties that in case at any time default shall be made by the Lessee in the payment of any rent upon the day when the same shall become due or payable, and such default shall continue for ten (10) days, or in case default shall be made by the Lessee in the performance of any of the other terms, conditions or covenants of said lease by said Lessee to be performed, other than the covenant for the payment of rent, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Lessor on the Lessee (no notice of default in the payment of rent being necessary), then the Lessor may enter into and upon the demised premises or any part thereof and repossess the same, with or without terminating this lease, and without prejudice to any of its remedies for rent or breach of covenant, and in any such event may, at its option, terminate said lease by giving written notice of its election so to do, or may, at its option, let the premises or any part thereof as the agent of the Lessee, or otherwise. The foregoing rights and remedies given to the Lessor are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election, excluding the exercise by the Lessor at any other or different time of a different or inconsistent remedy, and shall be deemed to be given to said Lessor in addition to any other and further rights granted to said Lessor by the terms of paragraph—herein, or by law, and the failure upon the part of the Lessor at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such right or remedy at any other or future time.

4.231 Remedies — Another Form.

If the Lessee shall neglect or fail to perform or observe any of the covenants contained herein and on the Lessee's part to be performed or observed, or if the Lessee's estate created by this lease is taken by execution, or by any other process of law, then the Lessor lawfully may, immediately or at any time thereafter, if said defaults are not remedied within the grace period heretofore allowed, give the Lessee notice terminating said lease, or without demand or notice, enter into and upon the demised premises or any part thereof, and repossess the same and expel the Lessee and those claiming through or under it, and remove their effects, without any prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such entry, this lease shall terminate; in case of such termination the Lessee will, at the election of the Lessor, either (a) pay to the Lessor the rent and other payments provided in the same installments equal to the difference between the rent and other payments provided in this lease, and the sums actually received by the Lessor as liquidated damages for the unexpired term; or (b) pay to the Lessor as liquidated damages, a sum which at the time of such

termination, represents the difference between the rental value of the demised premises and the rent and other payments provided in this lease for the residue of the terms; or (c) indemnify the said Lessor against loss of rent and other payments provided in this lease from the time of such termination during the residue of the term.

4.232 Remedies — Another Form.

It is agreed that if the Lessee defaults in complying with any of the covenants, conditions or obligations herein contained, other than the covenant for the payment of rent, the Lessor may serve a written notice upon the Lessee requiring the Lessee to cure said default within _____ days after receipt thereof, or if the default is such that it cannot be cured within said _____ day period, then to commence curing the default within said _____ day period and thereafter diligently proceed to completely cure the default. If the Lessee fails to comply with such notice, the Lessor may serve upon the Lessee a written notice that the Lessor elects to terminate this lease upon a specified date not less than _____ days after the date of service of such notice, and this lease shall expire on said date specified as if that were the date originally fixed herein as the date of expiration. If this lease is terminated as aforesaid, or if the Lessee shall default in the payment of the rent provided for herein for a period of _____ days, or if the demised premises shall be abandoned by the Lessee or become vacant during the term of this lease, or if the Lessee shall fail to enter into possession of the demised premises within _____ days after the commencement of the term specified herein, then the Lessor, or its agents, servants or representatives may reenter the demised premises and dispossess the Lessee and all other occupants thereof by summary proceedings or otherwise.

4.233 Remedies — Another Form.

In the event of the termination of this lease upon default of the Lessee as aforesaid, or in the event of any such re-entry by the Lessor or dispossession by summary proceedings or otherwise, the rent reserved herein shall be payable by the Lessee for the period up to the occurrence of any such event, together with an amount equal to the expenses, including reasonable attorneys' fees, incurred by the Lessor in recovering the demised premises. Upon the occurrence of any of such events, the Lessor may, in its own name or in the name of the Lessee if the lease be not terminated, re-let the whole of the demised premises or any portion thereof, for a period which may equal or be greater or lesser than the balance of the original term of this lease, for any amount which the Lessor may deem reasonable. In the event of any such termination of this lease, reentry or dispossession, the Lessee shall pay to the Lessor as liquidated damages, an amount equal to the difference between the rent reserved in this lease for each month of the period from the occurrence of any such event to the date of expiration of the original term herein, and the actual rent, if any, collected for each such month on account of reletting of the demised premises, together with the expenses incurred by the Lessor in taking care of the demised premises while vacant and in re-letting the same, including reasonable attorneys' and brokers' fees. The Lessor shall be under no obligation to re-let the demised premises and the failure of the Lessor to so re-let shall not relieve the Lessee from its liability for the liquidated damages as aforesaid. Any

sums received by the Lessor upon a re-letting of the demised premises in excess of the rent reserved herein, shall be the sole property of the Lessor and the Lessor shall not be required to pay over any such sum to the Lessee. Any sums required to be paid as liquidated damages as aforesaid shall be paid each month on the day designated herein for the payment of rent.

4.234 Remedies — Another Form.

It is further covenanted and agreed by and between both parties to this lease that in the event that the Lessee, his executors, administrators, or assigns shall not comply with any of the covenants, conditions, or obligations herein contained, the Lessor, his heirs, executors, administrators and assigns, in his or their option, shall have the power and right of terminating this lease immediately, and of taking immediate possession of the premises, by summary or other legal proceedings, against the said Lessee, his executors, administrators or assigns, or any person or persons in possession.

4.235 Remedies — Another Form.

This lease is made upon the express condition that if Lessee fail to keep and perform any of the covenants or agreements contained in this indenture, then this lease shall become void at the option of Lessors, provided, the Lessors shall first give to Lessee at least _____ days' written notice of intention to forfeit this lease, and shall set forth therein the specific breach of lease and of Lessors' intention to re-enter the premises and declare this lease forfeited, if such breach be continued. Such notice shall be served in the manner hereinafter provided and after the expiration of said _____ days' notice this lease shall be void, provided the Lessee is then in default respecting the complained of covenant or agreement, and the Lessor shall then be entitled to the possession of the demised premises.

4.236 Remedies — Another Form.

In case the Tenant shall default in the performance of any covenant or agreement herein contained, and such default shall continue for ten days after receipt by the Tenant of written notice thereof given by the Landlord, then the Landlord, at its option, may declare said term ended, and may re-enter upon the leased premises either with or without process of law, and remove all persons therefrom.

4.237 Reletting; Liability of Original Lessee.

If, at any time during the demised term, the demised premises or any part thereof, shall be abandoned by the Lessee, or if default should be made in the payment of the said rent or of said additional rental as herein provided for, or any part thereof, or if default be made in the performance of any of the covenants herein contained, the Lessor may, at its option, enter into and upon the demised premises, by force or otherwise, without being liable to any prosecution therefor, and without becoming liable to the Lessee, for any damages or for any payment of any

kind whatsoever, and may in its uncontrolled discretion, as agent of the Lessee, relet the demised premises, or any part thereof, for the whole or any part or parts of the then unexpired term, and for the purposes of such reletting, the Lessor may make alterations and modifications of the demised premises, and may receive and collect all rent payable by virtue of said reletting, and if the Lessor shall because of non-payment of rent or other breach of condition or covenant or agreement, re-enter and repossess the demised premises pursuant to the terms herein contained, by summary proceedings, force, or otherwise, the Lessor may, at its option, hold the Lessee liable for the difference between the rent and other charges that would have been payable hereunder, during the residue of the demised term, if this lease had continued in force, and the net rent realized by said Lessor by means of reletting to any other party or parties, on such terms and conditions as may be in the uncontrolled discretion of the Lessor provided, and the Lessee shall pay monthly in advance, at such periods as the rent hereunder would have fallen due if this lease had continued, the differential between the original amount of each monthly payment as herein provided for (plus such sums, if any, due from the Lessee as additional and augmented rent) and the new proceeds of reletting after deducting expenses of every kind and nature and description incurred by the Lessor, including commissions and the cost of all alterations and modifications to the demised premises made in reletting them.

4.238 Grace Period.

It is agreed that no default or breach of covenant shall be deemed to have occurred on the part of the Lessee until _____ days after written notice of such default or breach shall have been given to the Lessee, and the Lessee within such time shall have failed to remedy such default or breach; but at the expiration of such _____ day period the Lessors shall immediately have the right, at their option, to take any desired action to enforce their rights hereunder or to enforce full performance by the Lessee of its obligations hereunder, unless the Lessee shall have, within such _____ day period, begun action necessary to remedy such default or breach, is continuing and shall thereafter continue, diligently to prosecute such action to completion, except that in any event the payment of rental or other payments of money due from the Lessee to the Lessors shall be paid within said _____ days.

4.239 Damages Other Than Those Specifically Provided For.

Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any damages to which Landlord may lawfully be entitled in any case other than those particularly provided for above.

4.240 Lessee's Right to Cure Mortgage Defaults.

In the event that Landlord shall at any time fail to pay any installment of principal or interest or any other sum under any mortgage now or hereafter placed on the fee of the demised premises, to which this lease shall be subordinate, the failure to make such payment shall constitute a default under such mortgage, Tenant, if not in default hereunder, shall have the right, but not

before the last five (5) days of the period at the expiration of which the failure to make such payment would constitute such default, to pay such principal, interest and other sum, with respect to which Landlord may be in default as aforesaid, and to deduct the amount of such payment and the cost and expense attaching or incurred on account of such nonpayment, from the next succeeding installment or installments of net rent which shall become due and payable after such payment until Tenant shall have been fully reimbursed for such payment, cost, expense and interest as aforesaid. Tenant shall in no event be subrogated to any lien, interest or right of the holder of any such mortgage unless Tenant shall pay such mortgage and receive an assignment thereof. Landlord agrees to authorize any first mortgagee to furnish Tenant information as to the status of such mortgage.

4.241 Forfeit of Deposit Securing Rent.

It is agreed that if said lease is at any time terminated by the Lessor for any reason on account of the failure or default of the Lessee in carrying out the terms of this lease as herein provided, that said deposit of \$_____ shall be retained by Lessor as liquidated damages, and Lessee shall have no further right to same, and Lessor shall not be required to pay any further interest thereon from date said lease is so terminated.

4.242 Landlord and Tenant May Cure Other's Defaults.

In the event of any breach of this lease, or of any covenant thereof, by Tenant, Landlord may at any time thereafter, upon reasonable notice to Tenant, cure such breach for the account and at the expense of Tenant. If Landlord, by reason of such breach, is compelled to pay, or elects to pay, any sum of money, or do any act which would require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting and/or defending any action or proceeding to enforce Landlord's rights hereunder or otherwise, the sum or sums so paid by Landlord, with _____% interest, costs and damages, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

If Landlord defaults in observance of any covenant on its part to be performed under this lease, and such default has continued for a period of thirty (30) days after written notice to Landlord by Tenant (unless it is of such a nature that it cannot be cured within such time, in which event the time for curing the same shall be extended to include the additional time necessary), the Tenant may immediately, or at any time thereafter, perform such acts or make such payment or expenditures, and any such sums paid by Tenant shall be paid by Landlord to Tenant, with interest at the rate of _____% per annum, within ten (10) days after rendition of a bill therefor by Tenant to Landlord.

N. OPTIONS

4.250 Option to Buy.

It is agreed that the Lessee shall have the right to purchase said property at any time during the term of this lease for the sum of _____ dollars, and the Lessor agrees not to sell said property during said term to any other person except the Lessee during its possession of the same.

4.251 Option to Buy — Another Form.

Lessor hereby gives the Lessee the right and option to purchase the demised premises and all structures and improvements thereon at any time during the term of this lease or any extension or renewal thereof for the sum of _____ Dollars (\$_____).

In the event a part of the premises herein demised is condemned, the amount of damages awarded to the Lessor in consequence thereof shall be deducted from the purchase price upon exercise of this option by the Lessee.

Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to Lessor at or before midnight of the day on which option term expires. Lessor agrees upon receipt of such notice, (a) to deposit in escrow with such bank or title company as may be designated by Lessee, a good and sufficient warranty deed conveying the premises to Lessee, free of encumbrances, (b) to authorize such escrow holder to deliver said deed to Lessee whenever Lessee shall pay said price to said escrow holder and make the same subject to the order of Lessor, and (c) to authorize said escrow holder to order the title report and title insurance policy or guaranty hereinafter referred to and pay the cost thereof and charge same to Lessor. Lessee agrees upon receipt of notice that such deed has been deposited, to deposit said price with said escrow holder with instructions to accept said deed and immediately upon acceptance to record the same and pay said price to Lessor, but only upon condition that a responsible title company shall first have given its assurance that after such recording it will on demand, issue a title insurance policy in an amount equal to the said purchase price or a certificate of title guarantee with liability limited to that amount, showing title to said premises vested in Lessee free of encumbrances; provided, however, that if said premises are situated in the county where title insurance or title certificates are not customary, Lessor may in lieu of such title report and policy or certificate, furnish Lessee with full and complete abstracts of title to said premises, certified by a reputable searcher, as soon as possible after notice of the exercise of said option; and Lessee agrees to cause the same to be examined by its attorney and to cause a report of such examination to be made to said escrow holder, and in that event Lessee when depositing said money, will authorize said escrow holder to pay the same to Lessor whenever it

receives the report of such attorney stating that title is free and clear. If said title shall prove defective and such defects are not corrected or removed within ninety (90) days from the date when the escrow holder is notified of such defects, Lessee at its option may withdraw the money deposited by it, in which event the said deed shall be returned to Lessor. Rentals shall cease as of the date of deposit of said price in escrow and taxes shall be prorated as of the same date.

4.252 Lessee Given First Right to Purchase.

As additional consideration for Tenant entering into this Lease, Landlord grants to Tenant the right of first refusal to purchase the Building and parking lot and real property upon which they are located. The price and terms of such sale shall be the same as those which Landlord intends in good faith to accept from a bona fide purchaser. Tenant shall have four (4) days to accept an offer to purchase; otherwise, Tenant shall be deemed to not accept such offer.

4.253 Lessee Given First Right to Purchase — Another Form.

It is agreed that if during the term of this lease the Lessor, his heirs or assigns, should desire to sell said premises, then the Lessee, his executors, administrators, or assigns shall have the privilege of purchasing the same for the same price for which the Lessor would be willing to sell to any other person; but if the Lessee, his executors, administrators, or assigns, shall not exercise said option of purchase within ten days after notice in writing from the Lessor, his heirs or assigns, of such desire to sell, then this lease shall be and become void upon a conveyance of said premises by the Lessor, his heirs or assigns.

4.254 Lessee Given First Right to Purchase — Another Form.

In the event Lessor shall receive from a third party at any time during the term of this lease a bona fide offer to purchase the leased premises at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give to Lessee notice of the terms of such offer and of Lessor's willingness to sell for the price offered, and Lessee shall have the first refusal and privilege (which will hereafter be referred to as an "option") of purchasing said premises at such a price; such option to be exercised within ten (10) days after Lessee receives notice from Lessor, by Lessee's notifying Lessor that it will purchase said premises for the amount specified in said offer. In the event Lessee shall not give Lessor notice, within said ten-day period, of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase, and Lessor may thereafter sell said premises to the party making the offer; subject, however, to this lease and to the leasehold estate herein granted, and to the extension and/or additional purchase options, if any, herein granted to Lessee. If for any reason said premises are not sold to such party, notice of any subsequent bona fide offers, acceptable to Lessor, shall be given to Lessee upon the same terms and conditions for acceptance or rejection as hereinabove provided.

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted, shall fix or determine the right of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within fifteen (15) days after the receipt of said notice, a complete Abstract of Title certified from title in the Government, or Title Insurance Commitment prepared and issued by a financially responsible title company, showing good merchantable title in Lessor as of a date not earlier than the date of said notice. A reasonable time will be allowed Lessee to examine such abstract or other evidence of title, and if the same does not then show good merchantable title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed and any other instruments required to effect the transfer and conveyance.

Upon acceptance by Lessee of said title, and payment to Lessor of the purchase price herein specified, Lessor shall convey to Lessee or its nominee, by Warranty Deed, a fee simple title in and to said real estate and the appurtenances thereunto belonging, free and clear of all liens, encumbrances, and charges of whatsoever character, with release of dower, curtesy, homestead, and all statutory rights; and shall also deliver to Lessee, free of expense to Lessee, such abstract or other evidence of title, showing good merchantable title to said premises in Lessor at the time of delivery of deed.

4.255 Lessee Given First Right to Purchase — Another Form.

It is further understood that, should the Lessor find a bona fide purchaser for the said premises, the Lessor shall immediately notify the Lessee of the prospective sale, and of the terms and conditions thereof, by registered mail, and the Lessee shall have the option of purchasing said premises on the same terms and conditions upon giving notice of said option within _____ days after mailing of said notice by the Lessor.

4.256 Lessee Given First Right to Purchase — Another Form.

If, at any time during the existence of this lease or any extension or renewal thereof, the Lessor shall receive an offer for the sale of the particular lands demised herein to the Lessee named herein, and as above described, and as appears on the sketch annexed hereto, the Lessor agrees not to accept such offer or make any contract of sale thereof, without first giving the Lessee named herein an option to acquire and purchase said lands upon the same terms and conditions contained in such offer of purchase.

The Lessor agrees to give the Lessee notice in writing by registered mail of the terms and conditions of such offer, and, if the Lessee fails to enter into a bona fide contract upon the same terms and conditions as those proposed to the Lessor by the prospective purchaser of said lands, within _____ days after the receipt of such registered notice, then the Lessor shall have the right, and shall be at liberty to make a contract for the sale of said lands and may thereupon give notice of the termination of this lease to the Lessee, as provided for herein.

4.257 Option for Additional Space.

If after the commencement date of this lease any portion of the _____ floor in the building (other than any portion thereof then a part of the demised premises) shall be or become vacant and available for occupancy (such vacant portion hereinafter referred to as the "additional space") and if this lease is then in full force and effect, Tenant shall have a single option to lease the additional space from Landlord for Tenant's use as offices in connection with Tenant's business, subject to the following terms and conditions:

(i) Within _____ (_____) days after Landlord notifies Tenant that the additional space is vacant or is to become vacant, Tenant shall notify Landlord whether or not Tenant desires to lease the additional space;

(ii) After such notice from Tenant, Landlord and Tenant shall endeavor in good faith to enter into an agreement for the leasing of the additional space to Tenant;

(iii) If Landlord and Tenant fail to enter into an agreement for the leasing of the additional space to Tenant within _____ (_____) days after Landlord submits to Tenant a proposed agreement for such purpose, Landlord shall thereafter be free of and from all restrictions or conditions imposed by this Article with respect to the additional space and Landlord shall be free to lease the additional space to any other person, firm or corporation;

(iv) Landlord shall not be required to lease the additional space to Tenant other than for a term to expire on the expiration or sooner termination of this lease;

(v) Tenant shall accept such additional space in its then condition and state of repair unless Landlord, at Landlord's option, shall otherwise agree,

Notwithstanding the foregoing provisions of this Article, if (i) Landlord and Tenant are unable to arrive at an agreement for the leasing of the additional space to Tenant, as aforesaid, or (ii) if Landlord shall fail to observe or perform any term, provision or covenant on the part of Landlord to be observed or performed under this Article and as a result thereof the additional space is not leased to Tenant, as aforesaid, then neither the validity of this lease nor the obligations of Tenant under this lease shall be affected thereby.

4.258 Option for Additional Space — Another Form.

In the event that the space on the _____ floor of the building containing the demised premises, known as [rooms] shall become vacant during the term hereof, Tenant shall have the option of adding such rooms to the space demised hereunder for the then remaining period of the term of this lease, at an additional rental of \$_____ per annum, subject to all the terms, conditions and covenants of this lease. Such option must be exercised by notice in writing to Landlord within

_____ days after written notification by Landlord to Tenant that such space is or will be vacant. In the event of Tenant's failure to exercise the option in accordance with the provisions hereof, Landlord shall be free to rent such space to any tenant on such terms as it sees fit.

O. MISCELLANEOUS

4.270 Binding.

The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, heirs, devisees and personal representatives.

4.271 Waivers.

No assent, express or implied, by lessor, to any breach of any of lessee's covenants or agreements, shall be deemed or taken to be a waiver of any succeeding breach of the same covenant or agreement.

4.272 Waivers — Another Form.

Failure on the part of either party to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by either party of any of its rights hereunder. No waiver at any time of any of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereunder and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

4.273 Waivers — Rent.

The receipt of any rent, or any portion thereof whether specifically reserved or payable under any of the covenants herein contained, after a default on the part of the lessee (whether such rent is due before or after such default) shall not be deemed to operate, as a waiver of the right of the lessor to enforce the payment of any rent herein reserved or to declare a forfeiture of this lease and recover possession of the demised premises as provided in this lease.

4.274 Waivers — Lessor's Right of Subrogation Against Tenant.

Landlord agrees to waive rights of subrogation against Tenant for any loss or damages to the building or appurtenances leased hereunder and resulting from or caused by fire or other casualty; and Tenant agrees to hold Landlord harmless from any loss or damages to property which Tenant has placed in the premises which results from or is caused by fire or other casualty.

4.275 Waivers — Of Liability and Subrogation.

Neither the lessor nor the lessee shall be liable to the other for loss arising out of damages to the leased premises, or the contents thereof, when such loss is caused by any of the perils which are or could be insured against by a standard form of fire insurance with extended coverage. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage is caused by the negligence of either lessor or lessee. It is the intention and agreement of the lessor and the lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease.

4.276 Subordination.

The Tenant agrees that this lease shall be subject and subordinate to any mortgage or mortgages now on said premises.

4.277 Subordination — Another Form.

This lease shall be subject and subordinate to the lien of any mortgage now against said premises or which may hereafter be placed against the demised premises, provided: (a) that the holder thereof shall not be entitled to terminate this lease, or any extension thereof, by foreclosure or other means, provided the Tenant or its successors or assigns shall not be in default hereunder beyond any period herein given the Tenant to cure such default; (b) that the proceeds of any insurance on the mortgaged premises, payable by reason of fire or other casualty so insured, may be applied first, in payment of the cost of restoring the premises after such injury before any part of such proceeds or award may be applied on account of any part of the mortgage debt; and (c) that the lien of such mortgage shall not cover any of Tenant's fixtures, alterations or improvements, presently existing or which may be installed or made hereafter, which, by law or the terms of this lease, Tenant is permitted to remove from the demised premises.

4.278 Subordination — Another Form.

This lease and all rights of Lessee hereunder are and shall be subject and subordinate to the lien of that certain consolidated first mortgage held by _____ Company, the terms of which are set forth in a certain consolidation and extension agreement made between _____ Corporation and _____ Company, dated _____, 20____ and recorded in the Public Records of _____ County, Florida, in O.R. Book _____, page _____, and to all renewals, modifications, replacements and extensions thereof. Lessee shall upon demand at any time or times execute, acknowledge and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all right hereunder to the lien of such mortgage and all renewals, modifications, replacements and extensions thereof and, if Lessee shall fail at any time to execute and deliver any such subordination instruments, Lessor in addition to any other remedies available to it in consequence thereof, may execute, acknowledge

and deliver the same as the attorney in fact of Lessee and in Lessee's name, place and stead, and Lessee hereby makes, constitutes and appoints Lessor, its successors and assigns, such attorney in fact for that purpose in the event of such failure.

Should the Lessor fail to make any payment or payments due under said mortgage and/or any renewals, modifications, replacements and extensions thereof, the Lessee may make such payments and in such event the Lessee shall be entitled to deduct the amount thereof from any rents or other payments that may at any time be otherwise due and payable from the Lessee to the Lessor, together with interest at the rate of _____ percent (_____ %) per annum, and the Lessee shall further be entitled to a lien on the interest of the Lessor in the land to secure its right to reimbursement for any payments made on account of the Lessor's obligation as above provided.

4.279 Subordination — Another Form.

This lease is subject and subordinate to the lease between Landlord and _____ Corporation and to all ground or underlying leases, present or future, and to all mortgages which may now or hereafter affect such leases, or the real property described in Exhibit A, and to all renewals, modifications, consolidations, replacements and extensions of such leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any Lessee or mortgagee. In confirmation of such subordination Tenant shall execute promptly any certificate that Landlord may request.

4.280 Garnishment or Attachment of Lease.

It is agreed that this lease and the interest of the Lessee hereunder shall not, without the written consent of the Lessor first obtained, be subject to garnishment or sale under execution in any suit or proceedings which may be brought against or by said Lessee.

4.281 Arbitration.

If there be any dispute between the parties with respect to this lease, the issues shall be expeditiously submitted to the American Arbitration Association and the determination of the arbitrators appointed pursuant thereto shall be binding upon the parties.

4.282 Payment of Expenses Incurred Due to Breach of Lease by Lessee.

If the Landlord is compelled to incur any expense by reason of the breach of this lease by the Tenant, the Tenant shall be liable for the payment of such expense which shall be deemed additional rent and be added to and become a part of the rent herein reserved and next to become due.

4.283 Payment of Attorney's Fees by Lessee.

If Landlord be compelled to pay any expense, including reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, cost and damages shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such expenses.

4.284 Captions and Headings.

The captions and headings contained herein are for reference purposes solely and shall not be deemed to be a part hereof nor to modify or qualify any of the terms, covenants or conditions hereof.

4.285 Partial Invalidity of Lease.

The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.

4.286 Notices.

All notices at any time to be served by the Lessors upon the Lessee shall be in writing and sent by registered mail with postage prepaid, addressed to the Lessee in care of _____, or to such other persons and addresses as may hereafter be designated by the Lessee in writing. All notices at any time to be served by the Lessee upon the Lessors shall be in writing and sent by registered mail with postage prepaid to _____, or to such other trustee or agent as may be so designated by them in writing from time to time and addressed as directed by them.

4.287 Broker.

It is agreed that _____, a Florida corporation, of _____, has been and is the broker of the Lessors in negotiating and securing the execution of this lease by the Lessee herein, that said broker has earned and is entitled to receive from the Lessors compensation for its services in this matter in the total amount of \$_____, that said commission shall be payable in installments, the first installment in the amount of \$_____ to be paid to it by the Lessors upon the execution and delivery of this lease and the remaining \$_____ to be paid in installments of \$_____ each, due at annual intervals from the date hereof, and the Lessors do by these presents assign, transfer and set over of the rents now due or to become due under the terms of this lease the said sum of \$_____ and the Lessee is hereby authorized to pay to the said _____, on the _____ day of _____ in each year during the term hereof the sum of \$_____ until the said sum of \$_____ has been received by the said _____, and the Lessee is hereby authorized to deduct the said sum of \$_____ from the rental due on the _____ day of _____ in each year from the rental due at the time of the payment to said _____, or which may later become due or to become due thereafter, the Lessee acknowledging receipt of notice of the said

assignment to _____; provided, however, that in case this lease shall be terminated at any time prior to the payment of the last of said installments to the broker and such termination shall be by the Lessee or by the Lessors on account of a default by the Lessee in the performance of any of its obligations hereunder, the whole balance of the commission at that time remaining unpaid shall be canceled and discharged and the Lessor shall be under no further obligation to said broker on account of its services in this connection.

4.288 No Representations by Landlord Other Than Expressed in Lease.

Landlord and Landlord's agents have made no representations or promises with respect to the Building or the Demised Premises except as herein expressly set forth. This Lease sets forth the full understanding of the parties. No agreement hereafter made shall be effective to change, modify, discharge or constitute an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of such change, modification, discharge or abandonment is sought.

4.289 Insistence on Covenants and Conditions.

The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

4.290 Access to Premises.

Tenant shall permit Landlord or its agent, and any mortgagee or its agent, to enter the demised premises at all reasonable hours for the purpose of inspection, or of making repairs that Tenant may neglect or refuse to make in accordance with the agreements, terms, covenants and conditions hereof, and also for the purpose of showing the demised premises to persons wishing to purchase the same, and at any time within one year prior to the expiration of the term to persons wishing to rent same; and Tenant shall within one year prior to the expiration of the term permit the usual notice of "To Let" and "For Sale" to be placed on the demised premises and to remain thereon without hindrance and molestation.

4.291 Access to Premises — Another Form.

Tenant, at all times during the term hereof, shall permit inspection of the Demised Premises during business hours by Landlord, and Landlord's agents or representatives, and by or on behalf of prospective purchasers and/or mortgagees, and during the twelve months next preceding the expiration of this lease, shall permit inspection thereof by or on behalf of prospective tenants. Except in the case of emergency, any such inspection will be on at least twenty four hours' notice.

4.292 Use of Furniture.

In consideration of the signing of this lease by both parties hereto, Landlord agrees to allow Tenant the use of the following articles of furniture now in the demised premises:

(List of articles)

Said articles are the property of Landlord and shall remain upon the premises and be surrendered to Landlord at the expiration or other termination of this lease, without damage, excepting ordinary wear and tear.

4.293 Use of Furniture — Another Form.

It is understood and agreed that Tenant shall have the use of the furniture now in the herein demised premises. The furniture is the property of Landlord and shall remain upon the premises and be surrendered to Landlord at the expiration or other termination of this lease, without damage, excepting ordinary wear and tear.

4.294 Use of Drapes and Carpeting.

It is understood and agreed that Tenant shall have the use of the drapes and carpeting now in the herein demised premises. The drapes and carpeting are the property of Landlord and shall remain upon the premises and be surrendered to Landlord at the expiration or other termination of this lease, without damage, excepting ordinary wear and tear.

4.295 Condition of Premises.

The Lessee has rented the demised premises after examination in their present condition (unless otherwise specifically agreed upon in writing) and without any representations on the part of the Lessor or any of its agents. If the Lessor has agreed to make repairs or to grant the Lessee premises occupied by other tenants, then in such event, if possession cannot be given at the time specified, this lease shall not be affected thereby nor shall Lessee have any claim against the Lessor by reason thereof, but no rent shall be due hereunder until the Lessor shall notify the Lessee by writing delivered to Lessee or addressed to Lessee's last known post office address, that the demised premises are ready for occupancy. The act of taking possession shall always be conclusive evidence that the premises were in satisfactory condition.

4.296 Condition of Premises — Another Form.

The Lessee covenants that it has examined the premises, knows the condition of said premises, and has received said premises in good order and repair.

4.297 Condition of Premises — Another Form.

It is understood and agreed that Tenant will take the space "As Is", in its present condition, without any representations, express or implied.

4.298 Covenant of Title of Landlord.

The Landlord covenants and warrants it has full right and lawful authority to enter into this lease for the full term herein granted and for all extensions herein provided, and that it has a good and marketable title to the premises, free and clear of all occupancies, tenancies, mortgages, liens, and other encumbrances except the following: _____ [specify].

4.299 Compliance With Governmental Regulations.

The Lessee does hereby covenant for himself, his executors, administrators and assigns that it will, at his own cost and expense, during the term hereby created, promptly comply with every law, statute, rule, ordinance, regulation, and notice of any municipal, county, state, federal, or other authority having jurisdiction, pertaining to or affecting the said premises, and will pay all fines and penalties imposed upon the Lessor, his heirs, executors, administrators and assigns, and the Lessee, his executors, administrators and assigns, by reason of the failure, neglect or refusal of either or both parties to so comply with such law, statute, rule, ordinance, regulation or notice.

4.300 Compliance With Governmental Regulations — Another Form.

Tenant at its sole expense shall comply with all laws, orders and regulations of Federal, State, County and Municipal Authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty upon Landlord or Tenant with respect to demised premises or the use or occupation thereof.

4.301 Rules and Regulations.

Tenant and Tenant's servants, employees and agents shall observe faithfully and comply strictly with the Rules and Regulations set forth in Exhibit E attached hereto and made a part hereof, entitled "Rules and Regulations", and such other and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt for the Building. Written notice of any additional rules or regulations shall be given to Tenant. In case Tenant disputes the reasonableness of any additional Rules or Regulations hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to [designate party], or to such impartial person or persons as it may designate, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice in writing upon Landlord within thirty days after written notice of the adoption of any such additional Rule or Regulation. Nothing in this Lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants or conditions in

any other lease, against any other tenant of the Building, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees; but nothing herein contained shall be deemed a prohibition against Tenant seeking relief with respect to the foregoing against any other tenant of the Building.

4.302 Security Precautions.

Landlord shall take such precautions as are reasonably necessary to prevent loiterers from using the Building, parking lot, and areas adjacent to either. Landlord shall provide such exterior lighting of the Building, parking lot and areas adjacent to them, and such interior lighting of the common lobby and rest rooms, as is reasonably necessary to provide security for users of the Building, common lobby and parking lot. Landlord shall take such other precautions and measures as are reasonably advisable to provide security for Tenant, its employees and guests. All expenses of operating such devices and systems shall be considered Operating Expenses. Tenant may, at its expense, provide a burglar and fire alarm system for the Demised Premises.

4.303 Construction Liens.

Any construction lien filed against the Demised Premises or the Building for work claimed to have been done for or materials furnished to Tenant, shall be discharged by Tenant, at its expense, within thirty days after notice from Landlord to such effect. For the purposes hereof, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Landlord shall be deemed the equivalent of a discharge of any such lien.

4.304 Construction Liens Notice — Per Florida Statutes § 713.10.

The interest of the lessor shall not be subject to liens for improvements made by the lessee.

4.305a Radon Gas Notice — Per Florida Statutes § 404.056.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

4.305b Radon Gas Notice — Placing Risk on Tenant.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Landlord hereby represents that it has no knowledge concerning the existence of radon gas upon the property being leased to Tenant. Tenant hereby agrees that Landlord has no duty to investigate whether radon gas is now or ever was present upon the property being leased to Tenant. Tenant hereby releases and discharges Landlord from any any claims, demands, fees, expenses and liability if it is found that radon gas is present upon the property. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any claims, demands, attorney's fees, expenses and liability if it is found at any time that radon gas is present upon the property.”

4.305c Radon Gas Notice — Placing Risk on Landlord.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Landlord hereby warrants and represents that it has no present knowledge concerning the existence of radon gas upon the property being leased to Tenant. Landlord shall investigate whether radon gas is now or ever was present upon the property being leased to Tenant by having an inspection performed by an engineer qualified to undertake such inspections. Landlord shall furnish the inspection report to Tenant. Landlord hereby releases and discharges Tenant from any claims, demands, fees, expenses and liability if it is found that radon gas is present upon the property. Landlord hereby agrees to indemnify, defend and hold Tenant harmless from any claims, demands, attorney's fees, expenses and liability if it is found at any time that radon gas was present upon the property prior to the date of this lease.

4.306 Deposit Money or Advance Rent — Residential Lease — Per F.S. § 83.49.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD’S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD’S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD’S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY

COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

4.307 Liquidated Damages Residential Lease Addendum — Per F.S. § 83.595.

_____ I agree, as provided in the rental agreement, to pay \$ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

_____ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

4.308 Miscellaneous Clause.

Time is of the essence of this agreement. This agreement is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties, supersedes all prior discussions, and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in several counterparts, all of which together shall constitute one agreement even though all parties have not signed the same counterpart. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The prevailing party in any litigation or arbitration relating to this agreement shall be entitled to recover its reasonable attorneys fees from the other party for all matters, including but not limited to appeals. _____ County, Florida, shall be proper venue for any litigation involving this agreement. This agreement may not be assigned or delegated by either party without the prior written consent of the other party. The terms and provisions of this agreement may be enforced by temporary and permanent injunction, specific performance, and damages (to the extent, if at all, that damages are ascertainable; including but not limited to compensatory, incidental, consequential, punitive, exemplary, and lost-profits damages), in addition to any other remedies for breach hereof. Irreparable harm and lack of adequate remedy at law shall be conclusively presumed without the need for specific proof thereof, the parties agreeing that a purpose of this agreement is to _____ as well as its rights and privileges.

4.309 Miscellaneous Clause — Another Form.

This transaction and agreement, and all prior transactions and agreements between the parties, were made in the State of Florida, and all payments under prior transactions were due and made in the State of Florida. This transaction and agreement shall be governed by the domestic law of the State of Florida, and Florida shall be the sole jurisdiction and venue for any litigation or proceeding relating to this transaction and agreement. This is the entire agreement between the parties, supersedes all prior discussions, and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in several counterparts, all of which together shall constitute one agreement even though all parties have not signed the same counterpart. A PDF or TIFF image of this agreement showing that it has been signed by a party shall be sufficient evidence of the signing of this document. This signed agreement may be transmitted by email, fax or other form of electronic delivery without delivery of the paper document. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The prevailing party in any litigation or arbitration relating to this agreement shall be entitled to recover its reasonable attorneys fees from the other party for all matters, including but not limited to appeals. Each party shall pay its own attorneys fees for preparing and reviewing this agreement. This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

4.310 Force Majeure.

_____ shall not be liable for nonperformance or delay in performance that is caused, prevented, hindered or impeded by any matter, cause, event, or thing reasonably beyond the control of _____, including but not limited to any or all of the following: war, hostility, revolution, riot, civil commotion, terrorism, or national emergency; strike, lockout, or boycott; unavailability or shortage of material, equipment, supplies or labor; blackout, brownout or other disruption of power or communications; epidemic, pandemic, fire, hurricane, tropical storm, named storm, tornado, flood, earthquake, natural disaster, force of nature, explosion, embargo, or Act of God; or any executive order, law, statute, directive, guideline, proclamation, regulation, ordinance, order, or other act of any court, official, government or government agency. If _____ desires to invoke these force majeure provisions, then it shall notify _____ in writing of the circumstances constituting the force majeure and of the obligations the performance of which is thereby delayed, caused, prevented, hindered or impeded, and _____ shall thereupon be excused from the performance or timely performance of such obligations for as long as the force majeure circumstances continue and for a period of thirty days thereafter. Until _____ resumes performance, _____ may suspend its own performance of non-monetary duties under this

agreement. Force majeure also relieves _____ from damages, penalties and other contractual remedies due to the nonperformance or delay resulting from force majeure.

4.311 Force Majeure — Another Form.

Except as otherwise provided in this lease, a party shall not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party, including but not limited to the following: war, hostility, revolution, riot, civil commotion, or national emergency; strike, lockout, or boycott; unavailability or shortage of material, supplies or labor; blackout, brownout or other disruption of power or communications; epidemic, fire, hurricane, tropical storm, named storm, tornado, flood, earthquake, natural disaster, force of nature, explosion, embargo, or Act of God; or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency. If either party desires to invoke these force majeure provisions, then it shall notify the other party in writing of the circumstances constituting the force majeure and of the obligations the performance of which is thereby delayed or prevented, and the party giving the notice shall thereupon be excused from the performance or timely performance of such obligations for as long as the force majeure circumstances continue. Until the party seeking relief resumes performance, the other party may suspend its own performance of this agreement. Force majeure also relieves the party seeking relief from damages, penalties and other contractual sanctions due to the nonperformance or delay resulting from force majeure. Optional: [Force majeure also extends the time for performance of the party invoking it by an amount of time equal to the amount of time that the force majeure circumstances continue. Notwithstanding the foregoing, if either party is excused the performance of any obligation for a continuous period of one hundred twenty (120) days under this paragraph, then either party may at any time thereafter, and provided that such performance or punctual performance is still excused, by written notice to the other terminate this agreement. If the agreement is so terminated, _____ shall immediately pay to _____ the entire remaining balance due on all invoices for _____.]

4.312 Force Majeure — Another Form.

A party shall not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency.

4.313 Force Majeure — Another Form.

Landlord and Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this lease when prevented from so doing by a cause or causes beyond Landlord's or Tenant's control, which shall include, but shall not be limited to, all labor disputes, governmental regulations or controls, fire, storm, inclement weather or other casualty, inability to obtain any material or services, acts of God, or any other cause beyond the reasonable control of the party to be excused.

4.314 Force Majeure — Another Form.

A party is not liable for a failure to perform any of his obligations in so far as he proves:

- (a) that the failure was due to an impediment beyond his control, and
- (b) that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract, and
- (c) that he could not reasonably have avoided or overcome it or its effects.

A party seeking relief shall, as soon as practicable after the impediment and its effects upon his ability to perform become known to him, give notice to the other party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases.

Failure to give either notice makes the party thus failing liable in damages for loss which otherwise could have been avoided.

A ground of relief under this clause relieves the party failing to perform from liability in damages, from penalties and other contractual sanctions, except from the duty to pay interest on money owing as long as and to the extent that the ground subsists.

If the grounds of relief continue for more than six months, either party shall be entitled to terminate the Contract with notice.

4.315 Signature Lines — Landlord and Tenant.

Landlord: Sign: _____
Print: _____
Address: _____
Date: _____

Tenant: Sign: _____
Print: _____
Address: _____
Date: _____

4.316 Signature Lines — Corporate Landlord, Tenant & Witnesses.

	Landlord:

	a Florida corporation
_____	By: _____
_____	Title: _____
Witnesses	
	Tenant:

	a Florida corporation
_____	By: _____
_____	Title: _____
Witnesses	

4.317 Signature Lines — Corporate Landlord, Tenant, Witnesses & Notary.

	Landlord:

	a Florida corporation
_____	By: _____
_____	Title: _____
Witnesses	
	Tenant:

	a Florida corporation
_____	By: _____
_____	Title: _____
Witnesses	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of (check one) ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ as _____ of _____, a Florida corporation.

Notary Public-State of Florida: sign _____
print _____

Personally Known _____; OR Produced Identification _____
Type of Identification Produced: _____
Affix Seal Below:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of (check one) ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ as _____ of _____, a Florida corporation.

Notary Public-State of Florida: sign _____
print _____

Personally Known _____; OR Produced Identification _____
Type of Identification Produced: _____
Affix Seal Below:

4.318 Not To Be Recorded.

Landlord and Tenant hereby agree that neither this lease nor any notice or memorandum hereof shall be recorded in the public records.

4.319 Environmental Matters.

A. Definitions. For purposes of this Lease, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

(1) "Environment" shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior or exterior of any building or improvement and any environmental medium.

(2) "Environmental Law" shall mean the following: Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended("RCRA"); the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended(original act known as "CERCLA" or "Superfund", the amendments are known as " SARA"); the HSWA amendments to RCRA regulating Underground

Storage Tanks("UST's"), 42 U.S.C. Sections 6991-6991(I), as amended; the Clean Air Act of 1963, 42 U.S.C. Sections 7401, et seq., as amended (Clean Air Act); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Sections 1251, et seq., as amended (Clean Water Act); the Toxics Substances Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as amended ("HMTA"); the laws and regulations set forth in Section 27(a)(iii); and any other present or future federal, state or local law, regulation, rule or ordinance implementing or otherwise dealing with the subject matter of the preceding laws and regulations.

(3) "Hazardous Material" or "Hazardous Materials" means any substance, material or waste which is toxic, ignitable, reactive, corrosive, hazardous or toxic and which is regulated by local, state or national government, including but not limited to each of the following: (1) any solid, semi-solid, liquid or gaseous substance which is toxic, ignitable, corrosive, carcinogenic or otherwise harmful or potentially harmful to human, plant or animal health or well-being; (2) those substances, materials and wastes listed now or in the future by the United States Department of Transportation in the Table at 49 CFR Section 172.101, or identified by the United States Environmental Protection Agency as hazardous substance at 40 CFR Part 302, and amendments thereto, and any and all substances, materials and wastes which are or become regulated under any applicable local, state or federal law, as amended; (3) any substance, material, or waste which is (a) petroleum or a derivative thereof, (b) dry cleaning solvent, (c) asbestos, (d) polychlorinated biphenyls, (e) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1321, et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. Section 1317, (f) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act, 42 U.S.C. section 6901, et seq., 42 U.S.C. Section 6903; (g) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., 42 U.S.C. Section 9601, or (h) defined as a "pollutant" or "pollution" by the Florida Department of Environmental Protection under Chapter 376 or 403, Florida Statutes, or regulations thereunder in Title 62, F.A.C., as amended; (4) such other substances, materials, and wastes which are or become regulated or controlled under any federal, state or local environmental law or regulation.

(4) "Hazardous Material Release" or "Release of Hazardous Material" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or placing into the environment of a Hazardous Material in amounts that violate any Environmental Law.

B. Tenant Obligations. Beginning on the date of this lease, Tenant shall not thereafter cause, through action or inaction, and if it causes it shall be liable to Landlord for, any Hazardous Material Release from, to, at, in, on, or under the Premises in violation of any Environmental Law, and Tenant shall be liable to Landlord for any and all Hazardous Materials not thereafter used, moved, or stored by Tenant on the Premises in conformity with all Environmental Laws, ordinances, and the National Fire Protection Association ("NFPA") Code, local fire codes and regulations as they may be amended from time to time. Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, demands, actions, proceedings, damages, fines, judgments, penalties, costs (including but not limited to attorneys', consultants', and experts'

fees), liabilities, losses and expenses arising from Tenant's violation of this section of this lease. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, remediation or restoration mandated by a federal, state, or local agency or political subdivision.

C. Landlord Obligations. Landlord shall be liable to Tenant for Hazardous Materials Releases in violation of Environmental Laws from, to, at, in, on, or under the Premises prior to the Commencement Date, and Landlord shall not thereafter cause, through action or inaction, and if it causes it shall be liable to Tenant for, any Hazardous Material Release from, to, at, in, on, or under the Premises in violation of any Environmental Law, and Landlord shall be liable to Tenant for any and all Hazardous Materials not thereafter used, moved, or stored by Landlord in conformity with all Environmental Laws, ordinances, and the National Fire Protection Association ("NFPA") Code, local fire codes and regulations as they may be amended from time to time. Landlord shall indemnify, defend and hold harmless Tenant from any and all claims, demands, actions, proceedings, damages, fines, judgments, penalties, costs (including but not limited to attorneys', consultants', and experts' fees), liabilities, losses and expenses arising from such Hazardous Materials or Hazardous Materials Release that resulted in any violation of Environmental Laws. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, remediation or restoration mandated by a federal, state, or local agency or political subdivision.

D. Notification. Each party shall promptly notify the other party of every demand, notice, summons, or other process received as to any claims or legal proceedings that involve the Premises regarding violation of any Environmental Laws, and each party shall also promptly notify the other party of any violation of Environmental Laws.

E. Procedures. If either party violates or is otherwise liable under this section of the lease, it shall immediately, properly, and in compliance with applicable Environmental Laws notify the proper authorities as required by applicable Environmental Laws, and in compliance with applicable Environmental Laws or judgments or orders, clean up, remove, and dispose of the Hazardous Materials from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by that party), at its expense (without limiting the other party's other remedies). Such cleanup and removal work shall be subject to the other party's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or required by that party. In the event the other party elects in its sole and absolute discretion to have any testing, investigation or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by its own contractor (or contractors), the violating party shall assist the contractor(s) with such testing, investigation or cleanup as directed by the contractor(s) and the other party.

F. Restrictions and Institutional and Engineering Controls. In complying with their obligations under this section of the lease, each party has the right to utilize and rely upon local, state, and federal risk-based corrective action laws, regulations, and policies regarding the Premises.

G. Survivability. The provisions of this section shall survive the expiration or earlier termination of the lease.

4.320 Mediation and Arbitration.

All controversies, claims, disputes, and matters in question arising out of, or relating to, this agreement or the breach of it shall be decided by mediation or arbitration in accordance with provisions of this section.

The party who seeks resolution of a controversy, claim, dispute, or other matter in question shall notify the other party in writing of the existence and subject matter of the matter in question and shall designate in such notice the names of three prospective mediators, each of whom shall be registered with the Florida office of the American Arbitration Association. The recipient party shall select from such list one individual to act as mediator in the dispute set forth by the notifying party. The parties shall meet with the mediator in _____ Florida, within one week after the recipient party has received notice of the dispute, and the parties agree to use their best efforts and all expediency to resolve the matters in dispute. The mediation shall not continue longer than three hearing days without the written approval of both parties. Neither party shall be bound by any recommendation of the mediator; however, any agreement reached during mediation shall be final and conclusive.

If the dispute is not resolved by such mediation, it shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Either party may apply to the American Arbitration Association for a determination of the dispute as set forth in the notification by the originating party. The parties agree that the arbitration shall take place in _____, Florida, and shall be governed by the Revised Florida Arbitration Code. The award rendered by the arbitrator(s) shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over it.

Expense of mediation or arbitration shall be shared equally by both parties.

4.321 Indemnification By Tenant.

Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims and demands against Landlord or anyone claiming by or through Landlord that arises from or relates to the Premises or to any act or omission of Tenant.

4.322 No Partnership.

Nothing in this agreement shall constitute or be construed to be or create a partnership or joint venture between Landlord and Tenant.

4.323 No Broker.

Landlord represents that the Premises are not listed for sale or lease with a real estate salesman or broker. Each party warrants and represents to the other party that this lease was not procured by a real estate broker or salesman engaged by that party and that said party is not aware of any broker being entitled to a commission as a result of this lease. Each party shall indemnify and

hold the other party harmless from any real estate broker's commission or fee which is claimed to be due through that party or pursuant to an act of that party, and said indemnification shall include all damages, court costs, and reasonable attorney's fees incurred as a result of any such claim.

CHAPTER 5. RELATED FORMS

5.1 Addendum to Lease.

Landlord:

Tenant:

Property:

Date of Lease and Addendum:

This addendum is hereby made a part of and is specifically incorporated into the above-described lease and is being signed simultaneously therewith:

1. Paragraph _____ of the lease is revised to read as follows: _____

2. In all other respects, the lease remains the same. In case of conflict between any of the provisions of this addendum and of the lease, the provisions of this addendum shall control.

Landlord: _____

Tenant: _____

5.2 Amendment of Lease.

Landlord:

Tenant:

Property:

Date of Lease:

In consideration of their mutual promises, the parties hereby agree that the above-described lease is amended as follows:

1. Paragraph _____ of the lease is amended to read as follows: _____

2. In all other respects, the lease remains the same. In case of conflict between any of the provisions of this amendment and of the lease, the provisions of this amendment shall control.

In witness whereof, the parties have signed this amendment on the _____ day of _____, 20____.

Landlord: _____

Tenant: _____

5.3 Assignment of Lease — By Tenant.

For value received, the undersigned tenant hereby sells, assigns, conveys, transfers, and delivers to _____ all of the undersigned tenant's right, title, and interest in and to that certain lease of real estate dated _____, 20____, between _____ as landlord and the undersigned tenant for the lease of real property described as _____ in _____ County, Florida.

Date: _____, 20____.

Tenant: _____

5.4 Assignment of Lease — By Tenant — With Copy of Lease Attached.

For value received, the undersigned tenant hereby sells, assigns, conveys, transfers, and delivers to _____ all of the undersigned tenant's right, title, and interest in and to that certain lease of real estate dated _____, 20____, between _____ as landlord and the undersigned tenant for the lease of real property described as _____ in _____ County, Florida, a copy of which lease is attached hereto.

Date: _____, 20____.

Tenant: _____

5.5 Assignment of Lease — By Tenant — With Copy of Lease Attached and Assumption by Assignee.

For value received, the undersigned tenant hereby sells, assigns, conveys, transfers, delivers and delegates to _____ all of the undersigned tenant's right, title, interest, duties, and obligations in, to and under that certain lease of real estate dated _____, 20____, between _____ as landlord and the undersigned tenant for the lease of real property described as _____ in _____ County, Florida, a copy of which lease is attached hereto.

Date: _____, 20____.

Tenant: _____

The undersigned assignee hereby accepts the foregoing assignment and assumes the duties and obligations of tenant under the lease.

Date: _____, 20____.

Assignee: _____

5.6 Assignment of Lease — By Tenant — With Copy of Lease Attached, Assumption by Assignee, and Consent of Landlord.

For value received, the undersigned tenant hereby sells, assigns, conveys, transfers, delivers and delegates to _____ all of the undersigned tenant's right, title, interest, duties, and obligations in, to and under that certain lease of real estate dated _____, 20____, between _____ as landlord and the undersigned tenant for the lease of real property described as _____ in _____ County, Florida, a copy of which lease is attached hereto.

Date: _____, 20____.

Tenant: _____

The undersigned assignee hereby accepts the foregoing assignment and assumes the duties and obligations of tenant under the lease.

Date: _____, 20____.

Assignee: _____

The undersigned landlord hereby approves the foregoing assignment and assumption of lease.

Date: _____, 20____.

Landlord: _____

5.7 Assignment of Lease — By Tenant — With Copy of Lease Attached, Assumption by Assignee, Consent of Landlord, and Release of Tenant.

For value received, the undersigned tenant hereby sells, assigns, conveys, transfers, delivers and delegates to _____ all of the undersigned tenant's right, title, interest, duties, and obligations in, to and under that certain lease of real estate dated _____, 20____, between

_____ as landlord and the undersigned tenant for the lease of real property described as _____ in _____ County, Florida, a copy of which lease is attached hereto.

Date: _____, 20____.

Tenant: _____

The undersigned assignee hereby accepts the foregoing assignment and assumes the duties and obligations of tenant under the lease.

Date: _____, 20____.

Assignee: _____

For value received, the undersigned landlord hereby approves the foregoing assignment and assumption of lease and hereby releases tenant _____ from all duties and obligations of tenant under the lease.

Date: _____, 20____.

Landlord: _____

5.8 Assignment of Lease — By Landlord.

For value received, the undersigned landlord hereby sells, assigns, conveys, transfers, and delivers to _____ all of the undersigned landlord's right, title, and interest in and to that certain lease of real estate dated _____, 20____, between _____ as tenant and the undersigned landlord for the lease of real property described as _____ in _____ County, Florida.

Date: _____, 20____.

Landlord: _____

5.9 Assignment of Lease — By Landlord — With Copy of Lease Attached.

For value received, the undersigned landlord hereby sells, assigns, conveys, transfers, and delivers to _____ all of the undersigned landlord's right, title, and interest in and to that certain lease of real estate dated _____, 20____, between _____ as tenant and the undersigned landlord for the lease of real property described as _____ in _____ County, Florida, a copy of which lease is attached hereto.

Date: _____, 20____.

Landlord: _____

5.10 Assignment of Lease — By Landlord — With Copy of Lease Attached and Assumption by Assignee.

For value received, the undersigned landlord hereby sells, assigns, conveys, transfers, delivers, and delegates to _____ all of the undersigned landlord's right, title, interest, duties, and obligations in, to and under that certain lease of real estate dated _____, 20____, between _____ as tenant and the undersigned landlord for the lease of real property described as _____ in _____ County, Florida, a copy of which lease is attached hereto.

Date: _____, 20____.

Landlord: _____

The undersigned assignee hereby accepts the foregoing assignment and assumes the duties and obligations of landlord under the lease.

Date: _____, 20____.

Assignee: _____

5.11 Assignment of Lease — By Landlord — With Copy of Lease Attached, Assumption by Assignee, and Consent of Tenant.

For value received, the undersigned landlord hereby sells, assigns, conveys, transfers, delivers, and delegates to _____ all of the undersigned landlord's right, title, interest, duties, and obligations in, to and under that certain lease of real estate dated _____, 20____, between _____ as tenant and the undersigned landlord for the lease of real property described as _____ in _____ County, Florida, a copy of which lease is attached hereto.

Date: _____, 20____.

Landlord: _____

The undersigned assignee hereby accepts the foregoing assignment and assumes the duties and obligations of landlord under the lease.

Date: _____, 20____.

Assignee: _____

The undersigned tenant hereby approves the foregoing assignment and assumption of lease.

Date: _____, 20____.

Tenant: _____

5.12 Assignment of Lease — By Landlord — With Copy of Lease Attached, Assumption by Assignee, Consent of Tenant, and Release of Landlord.

For value received, the undersigned landlord hereby sells, assigns, conveys, transfers, delivers, and delegates to _____ all of the undersigned landlord's right, title, interest, duties, and obligations in, to and under that certain lease of real estate dated _____, 20____, between _____ as tenant and the undersigned landlord for the lease of real property described as _____ in _____ County, Florida, a copy of which lease is attached hereto.

Date: _____, 20____.

Landlord: _____

The undersigned assignee hereby accepts the foregoing assignment and assumes the duties and obligations of landlord under the lease.

Date: _____, 20____.

Assignee: _____

For value received, the undersigned tenant hereby approves the foregoing assignment and assumption of lease and hereby releases landlord _____ from all duties and obligations of landlord under the lease.

Date: _____, 20____.

Tenant: _____

5.13 Sublease.

This sublease is made the _____ day of _____, 20____, between _____ hereinafter referred to as Sublessor, and _____ hereinafter referred to as Sublessee.

Whereas, the Sublessor is presently the lessee under a certain lease (hereinafter designated Prime Lease) dated _____, 20____, between _____ as Lessor and said _____ as Lessee, for the real estate described as _____ in _____ County, Florida, a true copy of

which lease is attached hereto and made a part hereof and marked Exhibit A, and which copy has been initialed by all parties hereto; and

Whereas, the Sublessor and Sublessee desire to enter into a subletting of said premises [or specified part thereof] on the terms and conditions hereinafter specified; and

Whereas, the Lessor is willing to consent to this sublease;

Now, therefore witnesseth, that the Sublessor hereby leases and demises to the Sublessee and the Sublessee hereby subleases from the Sublessor, the premises [or specified part thereof] described in said Prime Lease, to be used and occupied by the Sublessee for _____ and for no other purpose, for a term to commence on _____, 20____, and to end on _____, 20____ (or _____ days prior to the expiration of said Prime Lease), unless sooner terminated as provided herein.

Except as hereinafter specified, all covenants, terms and conditions of said Prime Lease shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns in their respective capacities; i.e., those binding the Lessor in said Prime Lease shall bind the Sublessor herein, and those binding the Lessee in said Prime Lease shall bind the Sublessee herein. Said exceptions are:

- (1) Clause _____ of the Prime Lease, specifying the rental, shall not apply to this Sublease.
- (2) Clause _____ of the Prime Lease, specifying the security deposit, shall not apply to this Sublease.
- (3) Clause _____ of the Prime Lease, providing a renewal option shall not apply to this Sublease.

The annual rent shall be _____ dollars payable to the Sublessor by the Sublessee in equal monthly installments in advance on the _____ day of each and every month.

The Sublessee agrees to deposit with the Sublessor, concurrently with the execution of this Sublease, the sum of _____ dollars as security for the performance by the Sublessee of all the covenants, terms and conditions on its part to be performed.

The Lessor hereby consents to this sublease.

In Witness Whereof, the parties have executed this Sublease the day and year first above written.

Tenant/Sublessor:

Sublessee:

Lessor:

5.14 Termination of Lease.

Landlord:

Tenant:

Property:

Date of Lease:

In consideration of their mutual promises, the parties hereby agree that the above-described lease is hereby terminated by mutual agreement effective as of _____, 20____.

In witness whereof, the parties have signed this amendment on the _____ day of _____, 20____.

Landlord: _____

Tenant: _____

5.15 Termination of Lease — With Release.

Landlord:

Tenant:

Property:

Date of Lease:

In consideration of their mutual promises, the parties hereby agree that the above-described lease is hereby terminated by mutual agreement effective as of _____, 20____. Tenant has no interest of any kind in the Property or in the tangible personal property, furnishings, fixtures and improvements contained therein. Tenant releases all claims and interests it may have against Landlord and the Property or either of them. Landlord releases all claims it may have against Tenant.

In witness whereof, the parties have signed this amendment on the _____ day of _____, 20____.

Landlord: _____

Tenant: _____

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